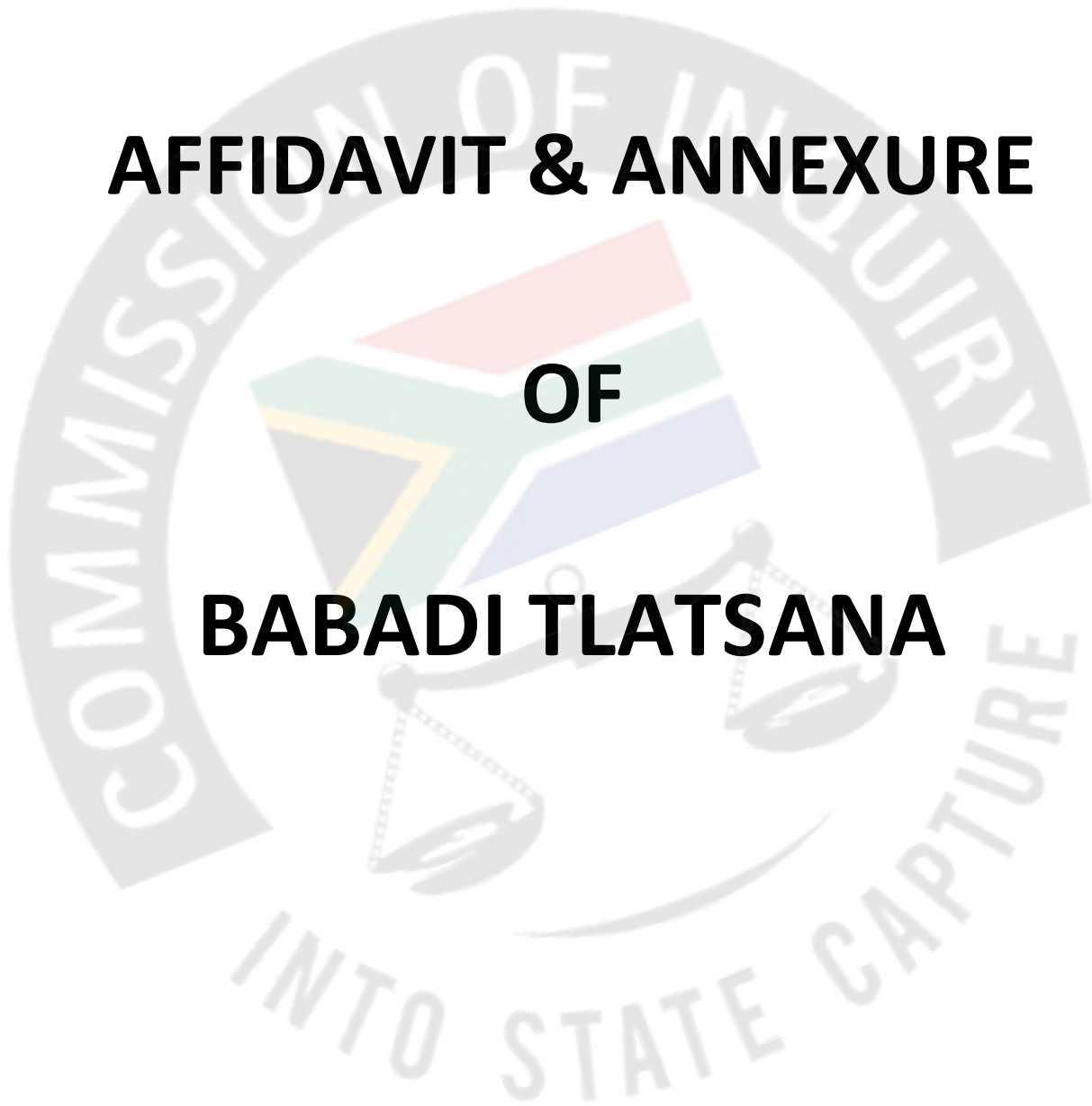


# **EXHIBIT DD 8**

**AFFIDAVIT & ANNEXURE**

**OF**

**BABADI TLATSANA**





**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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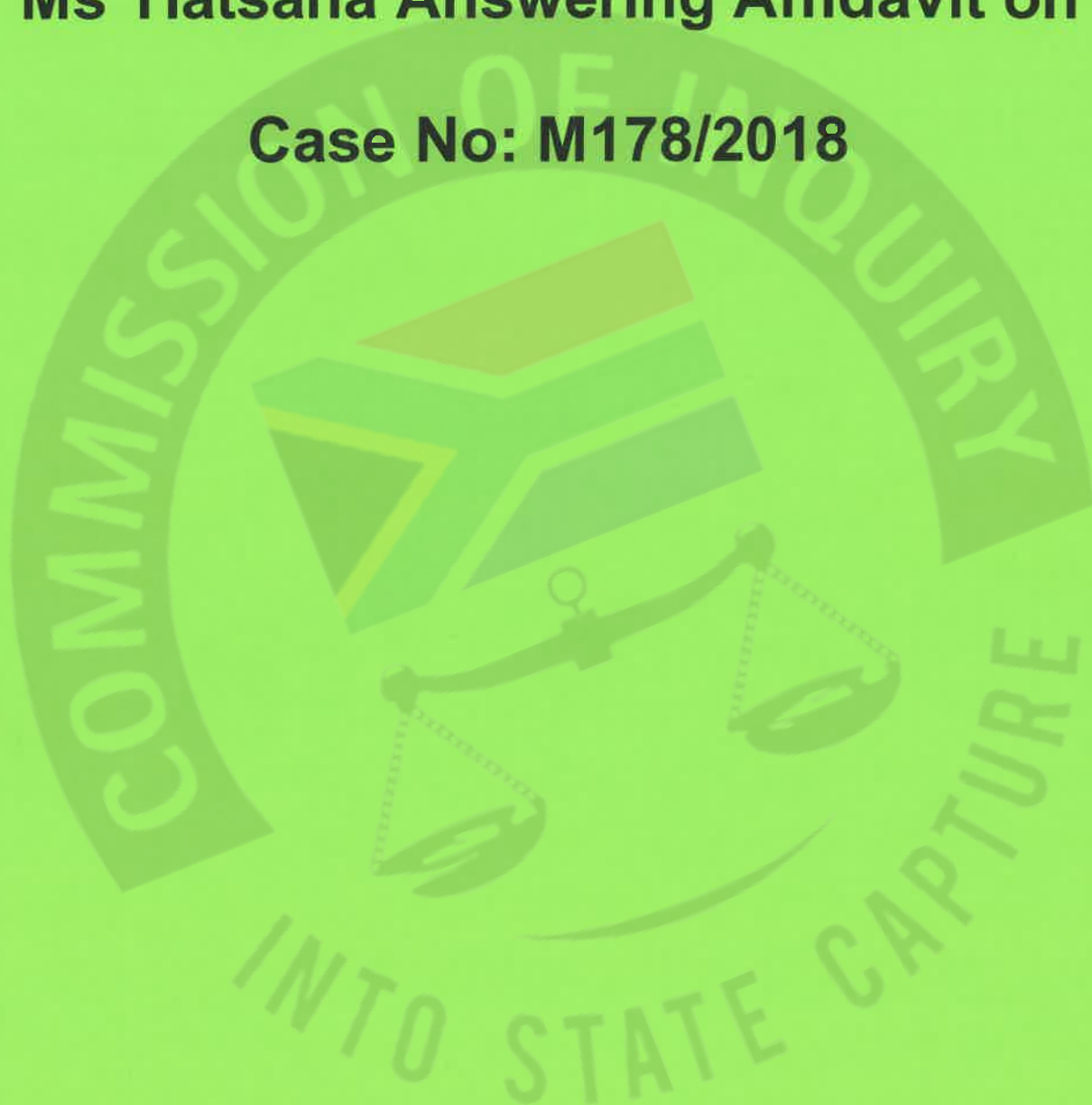
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**Ms Tlatsana Answering Affidavit on**  
**Case No: M178/2018**





**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH-WEST DIVISION, MAHIKENG)**

**Case No: M178/2018**

In the matter between:

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

**Applicant**

and

**KORENEKA TRADING AND PROJECTS CC  
t/a KORENEKA FACILITIES MANAGEMENT**

**1<sup>st</sup> Respondent**

**DEPARTMENT OF COMMUNITY SAFETY AND  
TRANSPORT MANAGEMENT, NORTH-WEST  
PROVINCE**

**2<sup>nd</sup> Respondent**

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**FILING NOTICE**

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**DOCUMENT FILED:**

**FIRST RESPONDENT'S ANSWERING  
AFFIDAVIT**

**ON ROLL:**

**DATED at PRETORIA on this 20<sup>TH</sup> day of JUNE, 2018**

**TO THE REGISTRAR OF THE HIGH COURT  
MAHIKENG**

**AND TO MATLALA VON METZINGR ATTORNEYS  
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2018

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For Attorneys for Applicant

**AND TO DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT  
MANAGEMENT, NORTH WEST PROVINCE  
C/O STATE ATTORNEY (MAHIKENG)  
ATTORNEYS FOR 2<sup>ND</sup> RESPONDENT  
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MEGA CITY COMPLEX  
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Copy hereof received this

2018

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For Attorneys for 2<sup>nd</sup> Respondent

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH WEST DIVISIONS, MAHIKENG)**

In the application between:

Case Number M178/2018

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

**APPLICANT**

and

**KORENEKA TRADING AND PROJECTS CC**

**FIRST RESPONDENT**

**DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT**

**MANAGEMENT: NORTH WEST PROVINCE**

**SECOND RESPONDENT**

---

**FIRST RESPONDENT'S ANSWERING AFFIDAVIT**

---

I, the undersigned,

**BABADI TLATSANA**

do hereby make oath and state:

1.

- 1.1 I am an adult female businesswoman employed as such at Koreneka Trading and Projects CC with address at 15 NWDC Building, 1<sup>st</sup> Street Industrial Site, Mahikeng, North West Province. I am also the sole
- best 2

member of the First Respondent and duly authorised to depose to this application.

1.2 The contents of this affidavit fall within my personal knowledge and is true and correct.

1.3 Where I make legal submissions in this affidavit I do so on advice of the attorney of record on behalf of the First Respondent which advice I accept as correct.

2.

I have read the founding affidavit of the Applicant in this application and wish to file this answering affidavit in response thereto. Before I deal with the merits of the application the following points will be raised in limine:

**THE APPLICATION MOOT AS THE AGREEMENT WAS TERMINATED BY THE APPLICANT:**

It is submitted that this application has become moot for the following reasons:

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- (i) the Ground Handling Agreement in respect of the Mahikeng Airport as well as the Pilanesberg Airport was repudiated by the Applicant when appointing MAMCO on 1 April 2017 and PAMCO on 15 April 2017 to perform the duties of the First Respondent; alternatively
- (ii) the Applicant, acting through the erstwhile CEO Mr V Xaba, unilaterally suspended the operation of the contract in respect to both airports on 25 May 2017 which suspension had not been uplifted by 5 March 2018 thereby objectively exhibiting the intention to no longer be bound by the agreements with the First Respondent; alternatively
- (iii) the Applicant on 22 September 2017 intimated their intention to review and set aside the agreement in respect of both airports which intimation objectively exhibits the intention to no longer be bound by the agreements concluded with the First Respondent.

**DELAY IN BRINGING THE APPLICATION:**

- (a) I am advised that the current application is styled as a legality challenge. It is submitted that the application is therefore in substance is a legality review as a result whereof the common-law unreasonable-delay rule applies.

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- (b) This rule involves a two-stage inquiry: first, whether the proceedings were instituted after a reasonable time has passed, and if so, whether the court should exercise its judicial discretion to overlook the unreasonable delay taking the relevant circumstances into consideration.
- (c) This Applicant, having instituted legality review proceedings, would need to show that proceedings were instituted within a reasonable time, failing which there were nevertheless good reasons for the court to entertain the application and overlook the fact of the unreasonable delay in the circumstances of the case. It is beyond dispute that the delay in this instance is in excess of 3 years and it is therefore submitted that the court should not exercise its discretion to adjudicate the merits of the application by virtue of the unreasonable delay in launching the application.
- (d) It is further asserted that there is no explanation as to how and when the Applicant became aware of the alleged invalidity of the agreement and the reason(s) for the inordinate delay.
- (e) In this regard I am advised that section 237 of the Constitution acknowledges the significance of timeous compliance with constitutional prescripts. It elevates expeditious and diligent compliance with constitutional duties to an obligation in itself. The principle is thus a requirement of legality. This requirement is based

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on sound judicial policy that includes an understanding of the strong public interest in both certainty and finality.

- (f) The First Respondent has, despite expressing its reservations concerning the application of the agreements as far back as early 2016, based its actions on the assumption of the lawfulness of the Applicant's decisions. The undoing of this decision at this late stage threatens a myriad of consequences insofar as the First Respondent is concerned and the First Respondent should not be punished for such inaction.
- (g) The First Respondent acting under the express warranty regarding the validity of the procurement process did so to its prejudice immediately when the contract was concluded. It has since then performed fully under the terms of the agreement, only to be met with a challenge to the lawfulness of the contract more than 3 years after its conclusion.
- (h) In the circumstances it would be unfairly prejudicial to the First Respondent for this court to consider the merits of the dispute and should therefore decline to do so solely on the ground of delay.

**WHEREFORE** the First Respondent prays that the points in limine be upheld with costs and the application be dismissed with costs on an attorney and client scale.

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3.

Before I deal with the merits of the application I deem it expedient to set out the background that lead up to the awarding of the tender to the First Respondent and the events which transpired thereafter.

4.

**AD BACKGROUND:**

- 4.1 The First Respondent was incorporated during 2007. I am the sole member of the First Respondent.
- 4.2 Following the national elections in 2014 I contacted South African Airways as I had envisaged the revival of Mahikeng and Pilanesberg airports as development nodes in the North-West Province. To this end I was referred to SA Express by SAA as the designated carrier which would be charged with the operation of the routes such as Mahikeng and Pilanesberg.
- 4.3 In making enquiries I was referred to Mr Brian Tebogo van Wyk who at the time was allegedly the head of the Communication and Commercial

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division of SA Express charged with inter alia the commercialisation of the Mahikeng and Pilanesberg routes.

4.4 After calling Mr van Wyk I was asked by him to make representations to SA Express in order to justify the commercialisation of the specific routes. Shortly after my discussion with Mr van Wyk I also met the Premier (Mr Supra Mahumapelo) at a business forum meeting who at the time addressed the meeting on business opportunities in the province.

4.4 I personally spoke to the Premier at this meeting and informed him of my idea that I had discussed with Mr van Wyk in respect to Mahikeng and Pilanesberg Airports. The premier supported the initiative that I discussed with him during the meeting.

4.5 ~~Following my discussion with the Premier~~ I also approached the Chairman of the North-West Transport Investment Board who was impressed with my business plan and who intimated that he would attempt to sell my idea to the Mr Molapisi at the time the MEC for Transport in the Province.

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- 4.6 Sometime after my discussion with Mr Brian van Wyk he called me and informed me that SA Express had provisionally selected the First Respondent as a service provider in respect to my proposal. According to Mr van Wyk the First Respondent had to address a number of issues in respect to governance and the general conduct of the proposed business.
- 4.7 In this regard Mr van Wyk indicated that, should the First Respondent be selected as service provider, the First Respondent would have to appoint a person who was acquainted with the inner workings of SA Express and that Mr David Kalisilira from Mintbooks in Gauteng would be the right person for the job. Further it would be necessary to appoint two designated "shareholders" which would have to be vetted by SA Express should the tender be awarded to the First Respondent.
- 4.8 At that stage Mr van Wyk intimated that one Joyce Catherine Phiri was a suitable candidate. I pause to mention that at that stage I had no reasons to distrust Mr van Wyk neither did I know or have any relation to Mrs Phiri personally.
- 4.9 Following the above meetings, I set up a meeting with Mr Gwabeni who advised me that he and Mr van Wyk had agreed that Mr Victor Thabeng

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would be the third "shareholder" in the First Respondent. Again, I mention that I did not know or have any personal relationship with Mr Thabeng. My understanding was that these designated "shareholders" were nominated to represent the interests of SA Express and that they had known business skills which would benefit the First Respondent if the tender was awarded to the First Respondent.

4.10 I later established that Mrs Phiri is a teacher by profession employed as such by the North West Department of Education and Mr Thabeng was a project manager employed as such by the SABC.

4.11 The necessary changes were made to add the aforementioned persons as members of the First Respondent after Mr van Wyk had informed me that the said persons referred to above had passed the vetting process allegedly conducted by SA Express.

4.12 During April 2015 I was informed by Mr van Wyk that the First Respondent was appointed as the service provider to the North-West Government (in respect to the Mahikeng and Pilanesberg Airports) to render Ground Handling services.

4.13 I wish to make it very clear that I have never had any dealings or discussions with neither Mr Thabeng nor Mrs Phiri prior to them being nominated to become members of the First Respondent.

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4.14 Prior to the conclusion of the Ground Handling Contract as set out above the First Respondent held an account with ABSA in Mahikeng. I was however instructed by Mr Van Wyk to open a new account with FNB for business purposes which the First Respondent would utilise for the Ground Handling operations. No reason was put forward by Mr van Wyk why the First Respondent had to open a new account.

4.15 The account was opened at FNB in January 2015.

4.16 During early April 2015, I received a call from SA Express informing me that the First Respondent had finally been appointed as the preferred bidder and that I would be called when the contracts are ready to be signed.

4.17 On 15 April 2015 I attended to the signing of the contracts with Mr Van Wyk. According to Mr van Wyk, the contracts would be forwarded to the Department of Community Safety and Transport Management in the North-West Province for their information and future use and that I would receive a copy thereof at a later stage. I in fact received copies of the agreements some seven months later when the subsidy payments had to be paid by the Second Respondent to the First Respondent.

4.18 I attach the Ground Handling Agreements that I signed hereto as **ANNEXURE "A1"** and **ANNEXURE "A2"**.

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4.19 Following the signature of the Ground Handling Agreements Mr Van Wyk informed me that he would assist me and the First Respondent to operate successfully and indicated that he would monitor the First Respondent and follow the progress of our services closely. He also advised me that I should call him or text him with regard to payments notifications into the bank account of the First Respondent, which I did.

4.20 Shortly after the conclusion of the Ground Handling Agreements Mr Van Wyk requested me to hand over the internet access/pin codes of First Respondent's account at First National Bank (FNB) to Mr Kalisilira, who was the designated "accountant" who would be responsible for all payments on behalf of the First Respondent and also be responsible for SARS payments on behalf of the First Respondent.

4.21 Service delivery in terms of the Ground Handling Agreement commenced at 1 May 2015 at Pilanesberg International Airport and 1 September 2015 at the Mahikeng International Airport.

4.22 ~~Despite~~ the appointment of Mrs Phiri and Mr Thabeng they never partook in any operational matters or decision-making functions on behalf of the First Respondent. Mr Thabeng resigned shortly after his appointment and no new appointment was made in his stead.

4.23 This was of great concern to me as both Mr Thabeng and Mrs Phiri had "ostensibly" been nominated to become a member in order to positively

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contribute to the business of the First Respondent and to assist me in the management of the business.

4.24 I subsequently established the involvement of especially Mrs Phiri and Mr van Wyk as set out more fully hereunder.

4.25 Following the signature of the Ground Handling Agreement the First Respondent received the upfront payments in terms of the Ground Handling Agreement. I will hereunder set out the manner in which these funds were disbursed by Mr Kasiliera during the period 1 May 2015 to late December 2015.

4.26 In this period, I made no internet payments from the account of the First Respondent at all as Mr Kalisilira was authorised by Mr van Wyk to oversee these payments on behalf of the First Respondent.

4.27 On 6 May 2015 an amount of R8.5 million was received by the First Respondent from SA Express as set out above as a part payment in respect to the ground handling services to be executed by the First Respondent.

4.28 The first payment of R8.5 Million was made on 6 May 2015. On 7 May 2015 I was notified of a payment of R2 million by way of SMS notification via my phone from FNB that had been transferred from the First Respondent's account. At that stage I was not aware who the

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recipient was of this transfer and I never received any invoice which would underlie this payment.

4.29 Mr David Kalisilira made these payments on behalf of the First Respondent.

4.30 When I enquired from Mr van Wyk as to the payments made I was informed that the bulk of payments to the First Respondent in the beginning of the contract would be made in relation to repairs at the Pilanesberg International Airport and "consulting fees". At the time I accepted these explanations.

4.31 On the same day (7 May 2015), a further R2 million was transferred from the account of the First Respondent into the account of one P.J. Papitis in four tranches namely, R660,000.00, R700,000.00, R320,000.00 and R320,000.00.

4.32 I have no idea why this payment was made to Mr Papitis as to my knowledge he had no dealings with the First Respondent. Similarly, the First Respondent never received any invoice justifying any of these payments on behalf of the First Respondent.

4.33 Following this payment, I made ascertained that Mr Papitis' full names are Peter John Papitis, a foreign national with resident status in South Africa, with identity number 651031 5670 184. Other than that, I have no further information and have no idea why he had been paid by Mr Kasiliera.

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- 4.34 On 11 May 2015, a further R2 million was transferred from the account of the First Respondent into an unknown account. The only reference on the bank statement of the First Respondent which I could establish is "Movement and Finance". I have never seen or received any invoice to justify this payment made by Mr Kasiliera.
- 4.35 I have now established that this money was paid to a close corporation known as Asset Movement and Financial Services with registration number 2010/134857/23.
- 4.36 On 14 May 2015, an amount of R500,000.00 was transferred from the account of the First Respondent into an account unknown to me. The reference in respect to this payment merely stated "El Skakol". I have never received or seen any invoice for this payment.
- 4.37 On 27 August 2015, R8.5 million was received into the account of the First Respondent from SA Express being a further payment in respect to the Ground Handling Agreement. I received payment confirmation from FNB by way of an SMS notification and confirmed the payment with Mr Van Wyk.
- 4.38 On 16 September 2015, an amount of R5 million was transferred from the First Respondent's FNB account into an unknown account. When I called Mr van Wyk regarding this payment he indicated that this was the first payment in relation to "other stakeholders, fire trucks and

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security camera's" for both airports. I have not seen any invoice in this regard since the payments were made by Mr Kasiliera.

4.39 Following investigations, I have established that the payment of R9 Million had been made to Asset Management & Financial Services CC who operates a cash in transit business. This is the same business as referred to in paragraph 4.35.

4.40 I further established that the member of the close corporation was one Kalandra Viljoen who was allegedly requested by the First Respondent to receive the money and make payment thereof to a company called "Dedrego" with address at 56-Watt Road, Unit 7, New Era, Springs.

4.41 I can safely state that the First Respondent has never done any business with the company Dedrego or Asset Movement and Financial Services CC and it is clear that this was just a furtherance of Mr van Wyk's laundering of monies belonging to the First Respondent.

4.42 In the interim following my investigations I have established that Kalandra Viljoen confirmed that she at the time of the transaction did not know any of the members of the First Respondent and confirmed that the close corporation had indeed received R9 million.

4.43 On 21 September 2015, R500,000.00 was transferred from the account of the First Respondent into an unknown account. The only reference available on the bank statement refers to "Management Consulting". I

  
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have not seen or received any invoice regarding this payment and cannot account for this payment made by Mr Kasiliera.

4.44 According to the bank statement of the First Respondent, a transfer amounting to R5 Million was paid from the account of the First Respondent on 11 November 2015 into a business account of "Neo Solutions". At the time I had no knowledge of this entity.

4.45 I have now established that a certain Mr Vivien Natasen is the director of Neo Solutions and had business dealings on behalf of certain Gupta related companies.

4.46 On the same day (11 November 2015) Mr Kalisilira attempted to transfer a further R5 million into the account of Neo Solutions. This attempted transfer was however reversed by the bank as the bank could not confirm the transfer with the First Respondent.

4.47 Later the same day, I received payment notification *via* a text message confirming the transfer from the First Respondent which I communicated to Mr van Wyk. Mr Van Wyk confirmed that it was in respect of the second payment To Neo Solutions and that a further payment was due to be paid by the First Respondent to Neo Solutions amounting to R4.9 million the following day.

4.48 The following day (12 November 2015) a payment of R4.9 million was made to Neo Solutions from the account of the First Respondent. The

  
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bank phoned me and I confirmed the transfer as per the confirmation and instruction of Mr Van Wyk previously.

4.49 These payments were, as I previously mentioned, according to Mr Van Wyk in relation other stakeholders, fire trucks and security cameras for both airports totalling R14.9 million which reflected the above payments of R5 million in September 2015, R5 million and R4.9 million in November 2015.

4.50 I pause to mention that no fire trucks were ever delivered to the First Respondent. Further to this I also mention that Mr van Wyk and Mr Baikgaki from the Department of Transport, requested that the First Respondent had to make a payment of R495 000.00 to Mafikeng Securities during 2016 for the installation of the security cameras which amount was nowhere near the amounts indicated by Mr Van Wyk hereinabove.

4.51 I have now established that the payments made to Neo Solutions on behalf of the First Respondent was laundered through the account of Neo Solutions and disbursed as follows on instructions of Mr van Wyk:

R300 000.00 cash payment to Mr van Wyk on 4/01/2016;

R4 000 000.00 payment to Batsamai Investment Holdings on 11/12/2015;

R3 000 000.00 payment to Batsamai Investment Holdings on 22/12/2015;

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R1 400 000.00 payment to Batsamai Investment Holdings on 10/03/2106; and

R1 200 000.00 payment to Batsamai Investment Holdings on 29/3/2016.

4.52 I have established that Batsamai Investment Holdings was registered on 11 November 2014 and that the sole director of this company is none other than the son of the Mrs Phiri to wit Mr Sipho Levy Phiri, who is also the life partner of Mr Brian Van Wyk.

4.53 I attach a CIPC extract together with confirmatory documents confirming the above information of Batsamai Investment Holdings as **ANNEXURE "B "**.

4.54 After a discussion with a church leader and confrontation with Mr Van Wyk, it became clear to me that I was caught up in a sham business between Mr Van Wyk, Mr Kalisilira, Mrs Phiri and others, which operated to the detriment of First Respondent and ultimately myself.

4.55 I thereupon requested the auditor, Mr Kalisilira, to provide me with copies of all invoices paid from the account of Koreneka from 1 May 2015 as I realised that the payments were not legitimate transactions. His response was that I should ask Mr Van Wyk, as he (Mr Van Wyk) has knowledge of all invoices.

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4.56 I found this response of Mr Kalisilira very evasive and suspicious as he, as the auditor, should have all the invoices with him as he was responsible for payments from the account of the First Respondent. At that stage I decided to change the bank internet access code of the First Respondent as I had to protect the interests of the First Respondent take steps to prevent any further payments being made without any just cause.

4.57 Following a dispute between myself, Mr Van Wyk and Mrs Phiri concerning the business of the First Respondent I was arrested on fabricated lies clearly concocted by Mrs Phiri and Mr van Wyk in order to get rid of me as I had become aware of the wrongdoing of the parties.

4.58 I was subsequently charged with fraud in relation to the business of the First Respondent during December 2016 and granted bail of R500 000.00.

4.59 During April/May 2017, after studying the correspondence of my former attorney, Mr Andries Nkome and the attorney of Mrs Phiri, it became evident to me that there was a strong possibility that Mr Van Wyk and Mrs Phiri may be using the same attorney, one Mr Sello Mogodiri.

4.60 Shortly after my arrest I obtained several documents including the "North West Province Airport Operations – Pilanesberg and Mahikeng

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agreement" signed in April 2015 to which I have already referred to hereinabove.

4.61 I also wish to state that Mr Van Wyk for reasons which were unknown to me at the time was very reluctant to give me a copy of the agreement after I signed the documents in April 2015. He only gave me a portion of the agreement when the bank requested it in December 2015.

4.62 I also wish to mention that I am in possession of voice recordings representing many hours of discussions between Mr Van Wyk and myself in which several very prominent and influential individuals are implicated in the "Koreneka" sham and which clearly forms part of the larger state capture that has pervaded the public sector in the last number of years.

4.63 Following my arrest, I appointed two different legal teams, a consultant and a forensic investigator to assist me and the First Respondent as I was clearly set up by Mr van Wyk and Mrs Phiri.

**THE VALOTECH AGREEMENT:**

4.64 During June 2016 Mr Van Wyk informed Department of Community Safety and Transport Management that Valotech Facilities Management with registration number 2011/095681/23 had been appointed as the Handling Company for Mahikeng International Airport.

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- 4.65 This was done whilst Mr Van Wyk knew that the First Respondent had been appointed for a period of 5 years from 1 May 2015 to discharge these duties.
- 4.66 After a lot of research and enquiries I wish to explain my suspicions and some of the inner workings and the extent of the criminal actions of Mr Van Wyk and the other above-mentioned persons.
- 4.67 Mr Sipho Phiri, on the instructions of Mr Van Wyk, placed an order for the purchase of a shelf company from the Shelf Warehouse Company, situated in Sandton under the name of "*Lavao Estavao*" with registration number K2013149778.
- 4.68 The name of the shelf company is Valotech Facilities Management (hereinafter Valotech), with registration number 2011/095681/23 CC. The reference for the purchase at the Shelf Warehouse Company by Lavao Estavao refers to the name of a person "Sipho". My contention in this regard is that the name refers to Levy Sipho Phiri.
- 4.69 What is further interesting is that according to the Companies and Intellectual Property Commission, Mr Brian van Wyk's (with ID no 820831 5510 082) name appear as a former director of the company known as "*Lavao Estavao*".

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4.70 According to a certificate issued by the Commissioner of Companies & Intellectual Property Commission, the following information is deemed relevant namely:

- (i) The address of Valotech was changed on 25 January 2016 to that of 34 Impala Street, Golf View, Mafikeng, North West, 2745.
- (ii) Membership of Valotech was changed on 26 January 2016. The name of Kefilwe Precious Mogodiri appears as the new member of Valotech.
- (iii) The same day, namely 26 January 2016, a further name change appears in the name of Nothando Dube (a former employee of the First Respondent who at this point in time was still in the employment of the First Respondent).
- (iv) On 10 August 2016 membership changed from Nothando Dube back to Kefilwe Precious Mulaudzi. Surprisingly the member chose to use her married name Mulaudzi and not Mogodiri, as per the member change and purchase in January 2016. I have established that Mrs Mulaudzi got married on 2008.12.10 to Mr Phumudzo Bicay Mulaudzi and is co-incidentally also a family member of Mrs Phiri.

  
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(v) What is strange is the fact that Mrs Mulaudzi has been in the employment of Discovery Health Services as an Administrator from home, with phone number 011 5291400. Her cell number is 083 2120470, and as such not allowed to operate a multi-million-rand company without the permission of her employer.

(vi) What is also suspicious is that the registered office address used to acquire Valotech, correspond with the address of Nothando Dube and not with Kefilwe Precious Mogodiri/Mulaudzi. The postal address for Valotech appears to be P O Box 4587, Mmabatho, North-West, 2734.

4.71 I attach as **ANNEXURE "C"** the relevant CIPC documents hereto as confirmation of the above allegations relating Valotech.

4.72 As stated above Valotech was appointed as previously stated by SA Express on 1 June 2016 and has to date hereof not rendered any services at Mahikeng International Airport. At all material times the First Respondent rendered the services at Mahikeng as well as Pilanesberg airports.

4.73 Valotech has, however been paid a total amount of R15,850,000.00 in respect of services rendered, and SA Express and Mr Van Wyk, the former CEO of SA Express were very well aware thereof.

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- 4.74 According to the invoice submitted by Nothando Dube to Department of Community Safety and Transport Management of the North-West Province on behalf of Valotech, the said invoice was in respect of services rendered, which is not true as Valotech has never rendered any such services.
- 4.75 What is also factually correct and significant is that Nothando Dube has used the phone number of the First Respondent on the invoice of Valotech as their number.
- 4.76 Payment to Valotech was made by Department of Community Safety and Management during July 2016 and paid in terms of a fraudulent agreement between Valotech and SA Express, which is signed by Mr van Wyk and Northando Dube.
- 4.77 On 14 July 2016 payment of R15,850,000.00 was made to Valotech by the Department Community Safety and Transport Management: North-West Government.
- 4.78 Membership of Valotech was changed once again from Nothando Dube back to Kefilwe Precious Mogodiri/Mulaudzi.
- 4.79 Upon further investigation it was established that Valotech was placed into voluntary liquidation by Northando Dube by way of a special resolution dated 28 August 2017. This was a clear stratagem by the role players to disguise the truth of the fraudulent payments that were made.

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- 4.80 I attach the proof of such liquidation hereto as **ANNEXURE "D "**.
- 4.81 This matter was also reported to CIPC for further investigation.
- 4.82 Following these payments, I became extremely perturbed about the random payments of the amounts set out above. I had a distinct feeling that something was wrong and I thereafter changed the internet bank access code of the First Respondent.
- 4.83 I also confirm that I reported these events to SA Express as well as the South African Police Service.
- 4.84 A copy of the investigation report of SA Express is attached hereto as **ANNEXURE "E "**. The evidence and findings contained in this report confirm my assertions contained herein
- 4.85 The criminal matter has subsequently been withdrawn against me and other role players are now the subject of criminal investigation in respect to the money laundering referred to in this affidavit.
- 4.86 During March 2017, Mr Knight contacted Mr David Kalisilira with regard to payments made by Mr Kalisilira from 1 May 2015 to 30 December 2015.
- 4.87 According to Mr Knight, Mr Kalisilira informed him that he did not know where any invoices currently were, as he only acted on behalf of the First Respondent for approximately 3 months whereafter he claimed

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that he was not responsible for payments, as payments were made by a certain Nothando Dube, who was the First Respondent's Facilities Manager prior to her dismissal.

4.88 This is a blatant lie as he was responsible for all payments at that time as he paid himself hundreds of thousands of rand from the account of the Second Respondent which is reflected in the bank statements from May 2015 to January 2016.

4.89 I wish to state that I have on several occasions attempted to secure from the bank (FNB) for the payment details from the recipients of specific transfers, as referred to above.

4.90 To date hereof I have not been supplied with any such information and was advised that I should lay charges with the police for assistance in this regard. I have however now received the bank account numbers to which the money was unlawfully transferred, as no services were rendered justifying such payments.

**THE TERMINATION OF THE GROUND HANDLING AGREEMENT:**

4.91 On Thursday 16 March 2017 at approximately 16H58 I received an email from the Chief Executive Officer of SA Express in which the following message was conveyed to the First Respondent:

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*"This letter serves as confirmation of termination for standard ground handling services at Pilanesberg International Airport. The agreement shall terminate on 31 March 2017.*

*Please liaise with the newly appointed airport management company."*

4.92 I attach a true copy of the letter hereto as **ANNEXURE "F "**.

4.93 Following the receipt of this letter I consulted my attorney on 17 March 2017 who immediately dispatched a letter to the Applicant in which it was placed on record that the purported cancellation was unlawful and that the First Respondent rejected the purported cancellation of the agreement.

4.94 In the letter addressed to the Applicant the Applicant was also requested to furnish the Applicant an undertaking that the agreement would not be cancelled. But for an acknowledgment of receipt of the letter no undertaking was furnished by the Applicant.

4.95 I attach a true copy of the letter hereto as **ANNEXURE "G "**.

4.96 I refer the court to the respective terms of the Ground Handling Agreement on which the First Respondent relied and which provided as follows:

**"24 Duration**

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24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North-West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This agreement may be extended by written agreement of both Parties."

AND

**"25 Termination**

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (Thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days' notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges."

  
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4.96 I am further advised that the purported cancellation was exercised in a manner that is not countenanced by the terms of the Agreement between the parties. As such the First Respondent resolved to approach the court in order to declare the purported termination of the agreement unlawful.

4.97 It is now abundantly clear to me that the Applicant acting through Mr van Wyk and various member of staff elected to embark on a clear and disingenuous strategy to disregard the terms of the Ground Handling Agreement with the sole purpose to grant another person or entity the Ground Handling Agreement to the exclusion of the First Respondent.

4.98 Following the cancelation of the agreement the First Respondent launched an urgent application which was set down for 28th March 2017. The Applicant failed to file any answering papers but simply indicated that after considering the application of the First Respondent it had decided to withdraw the termination of the Ground Handling Agreement.

4.99 I attach a true copy of the letter hereto as **ANNEXURE "H "**.

4.100 On 28 March 2017 the court issued an order whereby the termination of the agreement was declared unlawful and set aside the decision.

4.101 I attach a true copy of the order hereto as **ANNEXURE "I "**.

  
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**THE APPOINTMENT OF PAMCO AS MANAGEMENT COMPANY FOR  
PILANESBERG AIRPORT:**


4.102 Following the granting of the order I enquired from the Second Respondent regarding the payment that had been due to the First Respondent for the second year of the Ground Handling Agreement.

4.103 The First Respondent issued an invoice on 30 January 2017 in respect of the payment that was required from the Second Respondent in respect to the second year of the Ground Handling Agreement. This invoice was followed up by a letter dated 16 May 2017 from the First Respondent's attorney in which payment was sought.

4.104 I attach a copy of the invoice and the letter hereto as respectively **ANNEXURE "J"** and **ANNEXURE "K"**.

4.105 During the aforementioned investigations I established that Halcygen (Pty) Ltd t/a Pilanesberg Airport Management Company ("PAMCO") had been incorporated been awarded the Ground Handling Agreement despite the court declaring the termination of the agreement by the Applicant to be unlawful. This confirmed my concerns as set out above.

4.106 The agreement with Halcygen (Pty) Ltd was concluded on 29 March 2017 and signed of by Mr Inati Ntshanga the CEO of the Applicant and none other than Mrs Thandi Dube the former employee of the First Respondent. PAMCO was appointed by the Applicant to render the



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management services at the Pilanesberg Airport from 15 April 2017 to 15 April 2020 which appointment was confirmed in writing by the Applicant on 24 March 2017.

4.107 I attach a copy of the PAMCO agreement as well as the letters of confirmation of the appointment of PAMCO hereto as **ANNEXURE "L"** and **ANNEXURE "M"** respectively.

4.108 On 28 June 2017 PAMCO was paid R15 550 000.00 by the Second Respondent despite the fact that it has to date rendered no services in respect to the Pilanesberg Airport and knew that the money was due and payable to the First Respondent.

4.109 I attach a true copy of the proof of payment to PAMCO hereto as **ANNEXURE "N"**.

**THE APPOINTMENT OF ROUCOM SYSTEMS (MAMCO) AS MANAGEMENT COMPANY FOR MAHIKENG AIRPORT:**

4.110 On 4 April 2017 the First Respondent's attorney addressed a letter to the Applicant as it came to my knowledge that another service provider to wit Mahikeng Airport Management Company had been appointed to manage the Mahikeng Airport despite the contract being awarded to and executed by the First Respondent since September 2015.

4.111 I attach a true copy of this letter hereto as **ANNEXURE "O"**.

  
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4.112 In reply to this letter the Applicant replied thereto as follows in a letter dated 11 April 2017:

*"We refer to the above matter, your letter dated the 4<sup>th</sup> April 2017, and wish to confirm the following:*

- *SA Express operates flight services into Mafikeng and Pilanesburg Airports, which services commenced in 2015, in terms of an agreement concluded between SA Express and the North West Department of Community Safety and Transport Management (the Department);*
- *On the strength of the agreement with the Department, SA Express concluded a ground handling services agreement with Koreneka, for the Pilanesburg Airport;*
- *SA Express has never entered into a ground handling services agreement with Koreneka, for the Mafikeng Airport;*
- *Koreneka rendered ground handling services (the services) at Mafikeng Airport in 2015 and 2016, albeit without a contract with Sa Express;*
- *SA Express has since been informed that the Department has appointed a company by the name of Roucom Systems, trading as Mafikeng Airport Management Company (MAMCO), to provide airport management and ground handling services at Mafikeng Airport with effect from the 1<sup>st</sup> April 2017;*

*bst*

- *Therefore, SA Express has no option but to conclude an SLA with MAMCO, for the ground handling services at the Mafikeng Airport, effective the 1<sup>st</sup> April 2017; and*
- *We had a meeting with representatives from the Department and MAMCO on the 10<sup>th</sup> April 2017, where the representative from the Department confirmed that they are currently processing payment of your client's invoices.*

*We strongly dispute your allegations that Mr. Allanby advised, at the meeting held on the 3<sup>rd</sup> April 2017 at the Mafikeng Airport, that Koreneka performed work in terms of "the agreement". Mr. Allanby maintained throughout the said meeting that there was never any agreement concluded with Koreneka for services at the Mafikeng Airport.*

*Further, we would like to confirm that we cannot get involved in the issues between your client and MAMCO, in as far as the Mafikeng Airport is concerned, and suggest that your client deals directly with MAMCO, in this regard.*

*With regard to the ground handling services agreement between SA Express and Koreneka for the Pilanesburg Airport, we confirm that same is currently in force, and that we will be sending a separate communication in respect thereof, in due course.*

*We trust that this provides clarity on SA Express' position in as far as this matter is concerned.*

*Failure to respond to each and every aspect of your letter, does not in any way constitute an admission on our part.*

*Our rights are fully reserved."*



bst

4.113 I attach a true copy of this letter hereto as **ANNEXURE "P"**.

4.114 In reply to this letter the First Respondent's attorney replied as follows to the Applicant in a letter dated 13 April 2017:

*"We refer to the above matter and acknowledge receipt of your letter to us of the 11<sup>th</sup> instant the contents whereof are noted.*

*Our failure to deal with each and every allegation contained in your letter must not be construed as an admission to the content thereof. Our client reserves the right to reply thereto more fully at the appropriate time and in the appropriate forum.*

*We wish however to point out that although our client does not have a written Ground Handling Services Agreement with SA Express for Mafikeng Airport, they nonetheless were requested to by Mr Brian Van Wyk and Inati Ntshanga of SA Express to perform the duties of Valotech in terms of the Ground Handling Agreement that Valotech had with SA Express.*

*Our client has since 2015 been conducting the services in terms of "the Agreement" that came into existence albeit that it was not formally reduced to writing.*

*We would be pleased if you would kindly furnish us with the full details of Roucom Systems trading as Mafikeng Airport Management Company (MAMCO) and more particularly their registration number and contact*

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*particulars, as they do not appear to have offices and/or staff currently capable of discharging their duties in terms of the agreement that they now have with SA Express, effective from 1 April 2017.*

*We confirm that our client is still as of the date of this letter discharging their duties in respect of the Ground Handling and Airport Maintenance at Mafikeng Airport.*

*We attach under a separate letter our clients outstanding invoices for Mafikeng and Pilanesburg Airport for processing.*

*Our client's rights in the above regard remain reserved and we await your urgent response."*

4.115 I attach a true copy of this letter hereto as **ANNEXURE "Q"**.

4.116 The First Respondent's attorney received an answer to the above letter dated 24 April 2017 which sets out the position SA Express took as follows:

*"Our letter dated the 11<sup>th</sup> April 2017, and your response thereto dated the 13<sup>th</sup> April 2017, have reference.*

*We wish to reiterate the fact that as of 1<sup>st</sup> April 2017, SA Express concluded a ground handling services agreement with MAMCO and that as far as SA Express is concerned, MAMCO is providing ground handling services for SA Express, at the Mafikeng Airport. Therefore, should*

*[Signature]*  
bst



*Koreneka still be providing services at Mafikeng Airport, we confirm that same are not being provided at the instance of SA Express.*

*We further wish to reiterate the fact that there was never any ground handling services agreement concluded between Koreneka and SA Express, for the Mafikeng Airport, and that the company is still looking into the allegations in your letter, regarding the oral agreement between Koreneka, Brian Van Wyk and Inati Ntshanga.*

*Please note that any further queries you might have regarding the involvement of your client at the Mafikeng Airport should be directed to MAMCO as follows:*

*[Info@mafikengairport.co.za](mailto:Info@mafikengairport.co.za)*

*[ceo@mafikengairport.co.za](mailto:ceo@mafikengairport.co.za)*

*[coo@mafikengairport.co.za](mailto:coo@mafikengairport.co.za)*

*Regarding your client's the (sic) invoices, kindly note that we are in the process of reviewing same and will revert by close of business on Friday the 5<sup>th</sup> May 2017."*

4.117 I attach a true copy of this letter hereto as **ANNEXURE "R "**.

4.118 On 12 May 2017 the attorney acting for the First Respondent replied to the aforementioned letter as follows:

- "1. Your letter dated 24 April 2017 refers.*
- 2. Writer has had the opportunity to consult with client in respect to the contents of your abovementioned letter.*

*bst* 



3. *Our instructions are as follows:*
  - 3.1. *Your confirmation of the conclusion of a ground handling Services Agreement between yourself and MAMCO in respect to Mahikeng Airport is an unequivocal indication that SA Express has repudiated the agreement between yourself and Koreneka Trading and Projects CC;*
  - 3.2. *Our client does not accept your aforesaid repudiation and SA Express is notified herewith that Koreneka Trading and Projects CC will continue to render its services and continue to comply with the terms of its agreement with SA Express.*
4. *Insofar as writer hereof has previously intimated that an oral agreement between SA Express and Koreneka Trading and Projects CC was concluded, it is confirmed that a written contract was indeed concluded.*
5. *A copy of the first and last page of the agreement is attached herewith for your information.*
6. *A copy of this letter will be brought to the attention of MAMCO should MAMCO proceed to usurp the functions of Koreneka Trading and Projects CC in respect of the Mahikeng Airport SA Express will be joined in an application for interdictory relief and punitive cost will be sought against SA Express as well as MAMCO.*
7. *You are accordingly requested to furnish writer hereof with a written undertaking that you will immediately instruct MAMCO to desist with any attempt to render services in respect to the Mahikeng Airport.*
8. *Our client's rights remain reserved."*

bst



4.119 I attach a true copy of this letter hereto as **ANNEXURE "S "**.

4.120 From my investigations regarding the appointment of MAMCO the following transpired:

- (a) The Second Respondent confirmed the termination of appointment of the First Respondent and Valotech on 17 March 2017 as previously communicated – see **ANNEXURE "T "**;
- (b) The Applicant informed the Second Respondent of the appointment of MAMCO on 29 March 2017 – see **ANNEXURE "U "**;
- (c) MAMCO rendered an invoice dated 4 March 2017 despite no services were rendered by them at the time - see **ANNEXURE "V "**;
- (d) Payment in the amount of R15 850 000.00 was made to MAMCO on 9 May 2017 by the Second Respondent – see **ANNEXURE "W "**;
- (e) The agreement with MAMCO was signed on 29 March 2017 by Inati Ntshanga for the Applicant and Mr Tshepiso Letselela for MAMCO - see **ANNEXURE "X "**.

**THE SUSPENSION OF THE AGREEMENTS BY THE APPLICANT:**

4.121 Following the letter from the attorney acting for the First Respondent a meeting was scheduled with the Applicant which was confirmed for 25

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May 2017. Following this meeting the Applicant confirmed as follows regarding the appointment of the First Respondent:

*"We refer to the above matter and to the meeting between us and yourselves held today on 25 May 2017, at our offices.*

*We confirm having advised you that:*

- *Due to a number of issues that have come to the attention of SA Express, some of which are possible irregularities and/or non-compliances that may have an impact on the contracts allegedly concluded with your client (Koreneka) as well as the other role players, the SA Express Board has taken a decision to commission an investigation into the said issues;*
- *Whilst the investigation is ongoing, the company intends to suspend any dealings/relations between SA Express and Koreneka, including payment of any outstanding invoices, pending the finalization of the investigation; and*
- *The Board is eager to have the matter finalised and therefore, would ensure that the investigation is concluded expeditiously.*

*Consequently, this letter serves as notice of suspension of Koreneka from providing any services for and/or on behalf of SA Express, as well as from any duties/obligations arising from any alleged contractual terms, pending the finalization of the investigation.*

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*The suspension is with immediate effect.*

*We wish to reiterate that SA Express is mindful of the impact that the suspension might have on your client, its employees and any other person directly affected by the suspension, and undertakes to do everything possible within its control, to ensure that the investigation is not unnecessarily prolonged.*

*We undertake to keep you abreast of progress, particularly from the timelines point of view, during the investigation."*

4.122 Despite the contents of the above letter the First Respondent continued to render services in respect of both airports until 25 May 2017.

4.123 Despite the undertaking that the matter would be dealt with expeditiously the First Respondent's attorney only received further information with regards to the alleged "investigation" on 22 September 2017 when attorneys acting on behalf of the Applicant informed the First Respondent's attorney as follows:

*"The abovementioned matter refer.*

*Kindly be informed that we are in the process of finalizing the review application to be instituted by our client to have its decision, to award your client a tender to perform Ground Handling Services at both Mahikeng and Pilanesburg Airports and the subsequent*

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*conclusion of the Standard Ground Handling Agreement (SGHA), to be set aside.*

*In terms of section 9 (1) (b) of the Promotion of Administrative Justice Act 3 of 2000 (PAJA), the 180 day period referred to in section 7 may be extended for a fixed period by agreement between the parties or, failing such agreement, by a Court on application by the person concerned.*

*In terms of section 7 (1) (b), any proceedings for judicial review in terms of section 6 (1) must be instituted without delay and no later than 180 days after the date – on which the persons concerned was informed of the administrative action became aware of the action and reasons.*

*This letter, therefore, seeks your client's assent to allow our client to institute its intended review application before the end of September 2017.*

*~~It would be appreciated if we could get your client's indication by no later than close of business on than (sic) Tuesday, 26 September 2017, failing which we have been instructed to bring a condonation application which will be heard together with the review application in due course.~~* -

*We await your response.*

*bst*



*We hope the above is in order."*

4.124 I attach a copy of this letter hereto as **ANNEXURE "Y "**.

4.125 On 27 September 2017 the First Respondent's attorney replied as follows to the above letter:

*"We refer to the above matter and your letter to us of the 22<sup>nd</sup> instant and are instructed to advise that our client is not prepared to grant any condonation as requested by yourselves.*

*We however have been authorised by our client to accept service of your proposed Application care of our offices.*

*We look forward to hearing from you."*

4.126 No further communication was received from the attorneys acting for the Applicant in regard to the review of the tender as set out above.

4.127 On 15 November 2017 the Chief Procurement Officer of the Applicant issued a memorandum to the CEO of the Applicant in respect to several forensic investigations inter alia that of the Ground Handling Agreement in relation to Mahikeng and Pilanesberg Airport.

4.128 I attach a copy of the report hereto as **ANNEXURE "Z "**.

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4.129 On 15 February 2018 the Second Respondent addressed a letter to me as follows:

*"The above matter refers.*

*On or about 1 June 2016 your company was contracted by SA Express Airline to render services at Pilanesberg International Airport. Upon termination of that contract your company left certain equipment at Pilanesberg International Airport including amongst others a tractor, cleaning materials, microwave and office equipment. The equipment is currently lying there unused and is occupying Airport space which must be used for other purposes.*

*In light of the above you are therefore kindly requested to remove your equipment from the Airport premises within seven (7) days calculated from the date of receipt of this letter, failing which the Department shall have no option but to dispose of the aforesaid through public auction."*

4.130 I attach a copy of the letter hereto as **ANNEXURE "AA "**.

4.131 On 22 February 2018 the attorney acting for the First Respondent addressed a letter to the Acting CEO of the Applicant in which the position of the First Respondent was set out as follows:

- "1. We refer to the above matter and confirm that we act on behalf of Koreneka Trading & Projects CC herein.*
- 2. We confirm that the Ground Handling Agreement entered into between our client and South African Express Airways SOC*

*bst*

*Limited is still in force and enclose herewith the Court Order of the 28<sup>th</sup> March 2017 for your ease of reference.*

3. *Further to the above, on the 25<sup>th</sup> May 2017 a letter was received from the then Acting CEO Mr Victor Xaba advising that the contract was to be suspended pending an investigation by yourselves into the appointment of our client. We enclose herewith a copy of the letter received for your ease of reference.*
4. *Thereafter on the 22<sup>nd</sup> September 2017, our client received a letter from Matlala Von Metzinger Inc. wherein they advised that they had been instructed by SA Express Airways to bring a Review Application, in terms of the Promotion of Administrative Justice Act of 2000 and that it was intended that the Application would be launched before the end of September 2017. This however never occurred.*
5. *In the above regard, we enclose herewith a copy of their letter together with our reply of the 27<sup>th</sup> September 2017 for your ease of reference.*
6. *In terms of the letter of the 25<sup>th</sup> May 2017, it stated that:*

*"We wish to reiterate that SA Express is mindful of the impact that suspension might have on your client, its employees and any other person directly affected by the suspension, and undertakes to do everything possible within its control, to ensure the investigation is not unnecessarily prolonged. We undertake to keep you apprised*

*bst*

*of progress, particularly from the time lines point of view, during the investigation."*

7. *To date we have not been advised of the outcome of the investigation and more than a reasonable time has now elapsed. We wish to advise that on the 15<sup>th</sup> February 2018, our client received a letter from the Legal Services Directorate of the North-West Department of Community Safety and Transport Management, in terms of which they are advised to remove their equipment and furniture form the Airport.*
8. *The letter states that the Agreement between SA Express Airlines and our client has been terminated. We enclose herewith a copy of the letter.*
9. *We hereby invoke Clause 32.2 of the Ground Handling Agreement in respect of the purported suspension/cancellation of the Standard Ground Handling Agreement between our client and SA Express Airlines.*
10. *You are hereby requested that your duty authorised senior official, namely, the Chief Executive Officer and members of the Board, set a date to discuss the dispute regarding the so-called suspension and the refusal to make payment of monies owing to our client.*
11. *We wish to remind yourselves that the contract entered into is still extant and any cancellation thereof would be in contempt of the*

*bst*



*Court Order granted in the High Court of South Africa Gauteng Division under Case No. 20707/17.*

12. *In light of the above, we would be pleased if you would kindly provide us with your response as a matter of urgency*"

4.132 I attach a copy of the letter hereto as **ANNEXURE "BB "**.

4.133 The Applicant replied to this letter on 1 March 2018 in which the following was stated:

1. *We refer to your filing notice received on 27 February 2018.*
2. *We confirm that the North-West Department of Community Safety and Transport Management erred in communication that the Agreement has been terminated.*
3. *The suspension is still in place and the matter is still being investigated.*
4. *We will liaise with our attorneys, after which we will revert with a date for a meeting.*
5. *We appreciated that significant time has lapsed and we will endeavour to expedite setting up the said meeting.*
6. *We trust you find the above in order."*

*bst*



4.134 I attach a copy of the letter hereto as **ANNEXURE "CC "**

5.

It is clear from the above that the Applicant has not been frank with the court in regard to the matter raised above and especially the fact that:

- (i) A forensic investigation was conducted by Basileus Consillium Professional Services (Pty) Ltd (BCSP);
- (ii) The continued misappropriation of monies owed to the First Respondent by PAMCO and MAMCO despite the fact that both the Applicant and the Second Respondent was fully aware of the continued conduct of its officials acting in concert with MAMCO and PAMCO;
- (iii) The knowledge of the fact that the agreement following the award of the tender to the First Respondent had been terminated by the repudiation of the agreement with the First Respondent by the appointment of PAMCO and MAMCO; and

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- (iv) The failure of the Applicant and the Second Respondent to make payment to in terms of the services rendered by the First Respondent to the First Respondent.

6.

I will now deal with the contents of the founding affidavit.

7.

**AD PARAGRAPH 1 – 7 THEREOF:**

I take note of the contents of these paragraphs.

8.

**AD PARAGRAPHS 8-12 THEREOF:**

I admit the contents of these paragraphs.

bst  
[Signature]

9.

**AD PARAGRAPH 13 THEREOF:**

The contents of this paragraph are denied insofar as it conflicts with the agreement relied upon by the Applicant.

10.

**AD PARAGRAPH 14 THEREOF:**

I take note of the contents of this paragraph and will deal with the salient issues hereunder.

11.

**AD PARAGRAPH 15 THEREOF:**

I admit the contents of this paragraph.

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12.

**AD PARAGRAPH 16 THEREOF:**

I take note of the contents of this paragraph.

13.

**AD PARAGRAPH 17 THEREOF:**

I take note of the contents of this paragraph.

14.

**AD PARAGRAPH 18 THEREOF:**

I take note of the contents of this paragraph.

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15.

**AD PARAGRAPH 19 THEREOF:**

15.1 I admit that the First Respondent was appointed by the Applicant in terms of the SGHA to provide Ground Handling Services at Pilanesberg Airport.

15.2 I however have no knowledge of the requirements of the Procurement Policy relied upon and therefore cannot admit or deny any reliance on the alleged non-compliance with the Procurement Policy of the Applicant in awarding the tender to the First Respondent. The Applicant is accordingly put to the proof of the alleged non-compliance with the Procurement Policy of the Applicant.

16.

**AD PARAGRAPH 20 THEREOF:**

I take note of the contents of this paragraph.

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17.

**AD PARAGRAPH 21 THEREOF:**

I take note of the allegations contained in this paragraph. I however repeat the contents of paragraph 16 supra as if specifically repeated herein. I also reserve the right to deal with the alleged legal and other errors referred to by the Deponent when such issues are discussed in the founding affidavit.

18.

**AD PARAGRAPHS 22 - 26 THEREOF:**

I take note of the contents of these paragraphs.

19.

**AD PARAGRAPHS 27 - 31 THEREOF:**

I admit the contents of these paragraphs insofar as they correctly state the import of the relevant legislative requirements relating to the tender process.

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20.

**AD PARAGRAPHS 32 AND 33 THEREOF:**

I take note of the contents of these paragraphs.

21.

**AD PARAGRAPHS 34 – 37 THEREOF:**

I admit the contents of these paragraphs insofar as they correctly state the import of the Service Level Agreement relied upon by the Applicant.

22.

**AD PARAGRAPH 38 THEREOF:**

I admit the contents of this paragraph.

23.

**AD PARAGRAPH 39 THEREOF:**

bst



I admit the contents of this paragraph.

24.

**AD PARAGRAPH 40 THEREOF:**

I admit the contents of this paragraph.

25.

**AD PARAGRAPH 41 THEREOF:**

I have no knowledge of the alleged conduct of Mr van Wyk and Mr Ntshanga as alluded to in this paragraph and put the Applicant to the proof thereof.

26.

**AD PARAGRAPH 42 THEREOF:**

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I admit the contents of the letter and confirm that I indeed attended various supplier meetings and process in the bidding process prior to the tender being awarded to the First Respondent. At no stage was I ever informed that the process which had been followed by the Applicant and which had been signed off by the Operations Manager and the CEO was defective or illegal as submitted is now submitted.

27.

**AD PARAGRAPH 43 THEREOF:**

I admit the contents of this paragraph.

28.

**AD PARAGRAPH 44 THEREOF:**

I admit the contents of this paragraph.

29.

**AD PARAGRAPH 45 THEREOF:**

bst

I take note of the contents of this paragraph.

30.

**AD PARAGRAPH 46 THEREOF:**

As stated hereinbefore I on request of the Applicant attended several meetings prior to the tender being awarded to the First Respondent and as such I am not aware of any mandatory tender process that I was to attend. I accordingly put the Applicant to the proof thereof.

31.

**AD PARAGRAPH 47 THEREOF:**

I take note of the contents of this paragraph.

32.

**AD PARAGRAPH 48 THEREOF:**

bst



I confirm that formal tender documents were handed to Mr van Wyk prior to the tender being awarded to the First Respondent and therefore the documents should be in the possession of the Applicant.

33.

**AD PARAGRAPH 49 THEREOF:**

33.1 I state without fear of contradiction that there were numerous documents that were signed and furnished to the Applicant prior to the award of the tender document.

33.2 I find it strange that the General Manager of the Applicant, who dealt with the contracts and corresponded with the attorney of the First Respondent over a period of 3 years failed to depose to a confirmatory affidavit in this regard.

36.

**AD PARAGRAPH 50 THEREOF:**

bst

I take note of the contents of this paragraph and repeat what I have stated in paragraph 34 above.

37.

**AD PARAGRAPH 51 THEREOF:**

I take note of the contents of this paragraph and repeat what I have stated in this affidavit hereinabove concerning this matter.

38.


**AD PARAGRAPH 52 THEREOF:**

I take note of the contents of this paragraph.

39.

**AD PARAGRAPH 53 THEREOF:**

I take note of the contents of this paragraph.

bst 

40.

**AD PARAGRAPH 54 THEREOF:**

I take note of the contents of this paragraph.

41.

**AD PARAGRAPH 55 THEREOF:**

41.1 The contents this paragraph is denied and the Applicant is put to the proof thereof.

41.2 I pause to mention that I entered into Ground Handling Agreements on behalf of the First Respondent on 15 April 2015 in respect to both the Mahikeng Airport as well as the Pilanesberg Airport.

41.3 The agreement in respect of the Pilanesberg Airport would commence on 1 May 2015 whilst Mr van Wyk advised me that the agreement for Mahikeng would only commence on 1 September 2015. Insofar as it is

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alleged that Mr Allenby signed the agreement I have no knowledge thereof as the agreements were not signed in my presence on behalf of the Applicant.

41.4 I attach hereto as **ANNEXURE "DD"** a copy of the Ground Handling Agreement in respect of both the Mahikeng and the Pilanesberg Airports.

42.

**AD PARAGRAPH 56 THEREOF:**

I take note of the contents of this paragraph but repeat my contentions raised in paragraph 40 above.

43.

**AD PARAGRAPH 56 THEREOF:**

I take note of the contents of this paragraph but repeat my contentions raised in paragraph 40 above.

bst

44.

**AD PARAGRAPH 57 THEREOF:**

I take note of the contents of this paragraph but repeat my contentions raised in paragraph 40 above.

45.

**AD PARAGRAPH 58 THEREOF:**

I have no knowledge of the delegation referred to and therefore cannot comment on this paragraph.

46.

**AD PARAGRAPHS 59-60 THEREOF:**

I repeat the contentions as set out in paragraph 40 above and admit the contents of these paragraphs insofar as they purport to set out the various clauses of Annexure "FA5" attached to the application.

bst 



47.

**AD PARAGRAPHS 61 AND 62 THEREOF:**

I deny the contents of the paragraphs insofar as the Applicant alleges that the arbitration clauses have been superseded by this application and therefore finds no application. The Applicant is accordingly put to the proof of these contentions.

48.

**AD PARAGRAPHS 63 AND 64 THEREOF:**

I take note of the contents of these paragraphs insofar as it purports to repeat the contents of certain correspondence.

49.

**AD PARAGRAPH 65 THEREOF:**bst 

49.1 I deny the contents of this paragraph and state that the Applicant was aware of the appointment of the First Respondent from at least 15 April 2015.

49.2 I further reiterate that I wrote a letter to the Applicant on 26 June 2016 in which I complained regarding the specific issues surrounding the contract that I found to be of concern. As a result of my complaints the Applicant initiated the BCPS investigation which clearly took note of all the complaints I made in regard to the agreement.

50.

**AD PARAGRAPH 66.1 THEREOF:**

50.1 I do not have any personal knowledge of whether the tender committees were involved or not in the appointment of the First Respondent and cannot admit or deny same.

50.2 Insofar as the paragraph relates to the appointment of Valotech I have set out the background hereinabove. The appointment of Valotech was

bst

simply a stratagem to oust the First Respondent from the contract with the Applicant.

51.

**AD PARAGRAPH 66.2 THEREOF:**

The contents of this paragraph are admitted insofar as it reflects the contents of the letter to which is referred and I confirm that these services were indeed required from the First Respondent as is reflected in the main agreement attached as Annexure "FA3".

52.

**AD PARAGRAPH 66.3 THEREOF:**

I admit that the contracts refer to different liabilities of the parties the Ground Handling Agreement should be read with the main agreement and in the event that the Ground Handling Agreement materially differs from the main agreement the main agreement takes precedence.

bst 

53.

**AD PARAGRAPH 66.4 THEREOF:**

I repeat the contents of the previous paragraph above.

54.

**AD PARAGRAPH 66.5 THEREOF:**

I take note of the contents of this paragraph.

55.

**AD PARAGRAPH 66.6 THEREOF:**

I do not have any personal knowledge of the appointment process followed by the Applicant in appointing Valotech and cannot admit or deny the allegations contained in this paragraph.

bst



56.

**AD PARAGRAPH 67 THEREOF:**

I take note of the contents of this paragraph.

57.

**AD PARAGRAPH 68 THEREOF:**

I take note of the contents of this paragraph

58.

**AD PARAGRAPH 69 THEREOF:**

I take note of the contents of this paragraph

bst 



59.

**AD PARAGRAPH 70 THEREOF:**

I deny the contents of this paragraph and repeat the contents and refer the court to the fact that I alerted the Applicant during June 2016 of the conduct of Mr van Wyk and other role players as a result the BCPS investigation was launched by the Applicant.

60.

**AD PARAGRAPHS 71- 78 THEREOF:**

I take note of the contents of these paragraphs.

61.

**AD PARAGRAPH 79 THEREOF:**

I admit the contents of this paragraph.

bst

62.

**AD PARAGRAPHS 80 - 94 THEREOF:**

I do not have personal knowledge of the internal decisions of the Applicant as referred to in these paragraphs and cannot admit or deny same. I however admit that MAMCO was appointed as a stratagem to oust the First Respondent for the rendition of services as the Mahikeng Airport.

63.

**AD PARAGRAPH 95 THEREOF:**

I admit that the letter was sent to the Applicant on behalf of the First Respondent.

64.

**AD PARAGRAPHS 95.1 - 95.7 THEREOF:**

I admit the contents of these paragraph insofar as they correctly set out the contents of the letter attached to as Annexure "FA11".

bst

65.

**AD PARAGRAPH 96 THEREOF:**

I deny that the letter contains any inconsistencies as alleged and put the Applicant to the proof thereof.

66.

**AD PARAGRAPH 97 THEREOF:**

I have no personal knowledge of the process by which MAMCO was appointed but accept the contents of the letter insofar as Mr D Allenby conveyed this fact to me and the attorney acting for the First Respondent during the meeting.

67.

**AD PARAGRAPH 98 THEREOF:**

I admit the contents of this paragraph.

bst 

68.

**AD PARAGRAPH 99 THEREOF:**

Save to state that the court application only dealt with the legality of the cancellation of the agreement with the First Respondent and no consequential relief was sought. The Applicant elected not to file any answering affidavits and accepted the fact that the cancellation was bad in law. In any event I am advised that the underlying agreement remained valid and binding and it was up to the Applicant to take steps to set aside the agreement. This the Applicant failed to do.

69.

**AD PARAGRAPH 100 THEREOF:**

I take note of the contents of this paragraph.

70.

**AD PARAGRAPH 101 THEREOF:**

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I take note of the contents of this paragraph.

71.

**AD PARAGRAPH 102 THEREOF:**

I admit the contents of this paragraph.

72.

**AD PARAGRAPH 103 THEREOF:**

I take note of the contents of this paragraph.

73.

**AD PARAGRAPH 104 THEREOF:**

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I take note of the contents of this paragraph and repeat what I have stated hereinabove in respect to the contents of the letter referred to by the Applicant.

74.

**AD PARAGRAPH 105 THEREOF:**

I take note of the contents of this paragraph and repeat the contents of the various letters referred to above in connection with the meeting of 11 April 2017. I confirm that the First Respondent rendered the services at both the airports and this is common cause between the parties.

75.

**AD PARAGRAPHS 106 - 107 THEREOF:**

I take note of the contents of these paragraphs and repeat the contents of the letters that were addressed to the Applicant at the time. I deny that there were any inconsistencies in the respective letters.

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76.

**AD PARAGRAPHS 108 - 109 THEREOF:**

I admit the contents of these paragraphs insofar as it correctly sets out the contents of the letter under discussion.

77.

**AD PARAGRAPHS 108 - 109 THEREOF:**


I admit the contents of these paragraph insofar as they are correctly referred to.

78.

**AD PARAGRAPH 110 THEREOF:**

I deny the contents of this paragraph and refer the court to the agreement that was signed with the Applicant in which both Airports are dealt with. I

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again confirm that that the First Respondent had in fact rendered the services and accordingly the remark of the Applicant is of no moment.

79.

**AD PARAGRAPH 111 THEREOF:**

I repeat what I have stated insofar as I was concerned at the time when the tender was awarded such award was done in full compliance with the requirements of the Applicant. I was in no way alerted to the fact that there was in fact no compliance with the constitution or any other requirements the Applicant now seeks to rely on.

80.

**AD PARAGRAPHS 112 THEREOF:**

I admit the contents of this paragraph.

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81.

**AD PARAGRAPH 113 THEREOF:**

I deny the contents of this paragraph.

82.

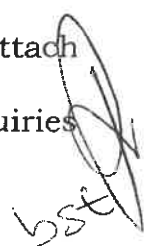
**AD PARAGRAPHS 114 THEREOF:**

I take note of the contents of this paragraph.

83.

**AD PARAGRAPH 115 THEREOF:**

Insofar as the Applicant implies that there was double invoicing I deny same and refer the court to the invoices which had been issued by Valotech which creates the confusion as to the invoicing of the Second Respondent. I attach hereto the invoice and proof of payment as **ANNEXURE "EE"** when inquiries

A handwritten signature in black ink, appearing to be 'bst' followed by a stylized flourish.

were made by the Second Respondent for non-payment of services rendered to Mahikeng Airport.

84.

**AD PARAGRAPH 116 THEREOF:**

I deny the contents of this paragraph and refer the Court to the previous paragraph in which the matter is set out.

85.

**AD PARAGRAPHS 117 THEREOF:**

I admit the contents of this paragraph and confirm again that the First Respondent indeed rendered the services at both the airports and discontinued such services on 25 May 2017 following the unlawful suspension of the First Respondent.

86.

**AD PARAGRAPHS 118 THEREOF:**

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I admit the appointment of PAMCO as set out hereinabove.

87.

**AD PARAGRAPHS 119 THEREOF:**

I do not have any personal knowledge of the aforesaid appointment made by the Applicant and therefore cannot admit or deny same.

88.

**AD PARAGRAPHS 120 - 122 THEREOF:**

I take note of the contents of these paragraphs.

89.

**AD PARAGRAPHS 123 - 127 THEREOF:**

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I take note of the contents of these paragraphs.

90.

**AD PARAGRAPHS 128 - 134 THEREOF:**

I take note of the contents of these paragraphs insofar as they relate to historical background and the complaint I had made to the Applicant regarding the matters raised. I again repeat what I have stated hereinbefore as regards to the background leading up to the award of the tender and the rendition of services to the respective airports.

91.

**AD PARAGRAPH 135 THEREOF:**

I vehemently deny that I colluded with Mr van Wyk as asserted in this paragraph. I fact I was the responsible person who reported the matter to the Applicant who simply failed to act in response to my complaints. The First Respondent rendered the services in respect of both airports which is common

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cause despite the questions regarding the legality surrounding the award of the tender and the signing of the Ground Handling Agreements.

92.

**AD PARAGRAPH 136 - 137 THEREOF:**

I take note of the contents of these paragraphs.

93.

**AD PARAGRAPH 138 THEREOF:**

I deny the allegations made in this paragraph. I never knew of the existence of Mr van Wyk had never met him prior to me approaching SAA and later the Applicant in respect of the tenders. I pause to mention that all charges have subsequently been withdrawn against me following the proper investigation of the matter.

94.

**AD PARAGRAPH 139 THEREOF:**

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I take note of the contents of this paragraph.

95.

**AD PARAGRAPH 140 THEREOF:**

I admit the contents of the paragraph insofar as it relates to the period 1 May 2015 to the end of December 2015 when I opened a new bank account for the First Respondent as I received no cooperation from Mr Kasiliera and Mr van Wyk in order to properly document the payments made on behalf of the First Respondent.

96.

**AD PARAGRAPH 141 THEREOF:**

I take note of the contents of this paragraph.

97.

**AD PARAGRAPHS 142-148.5 THEREOF:**

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I take note of the contents of these paragraphs.

98.

**AD PARAGRAPHS 149-169 THEREOF:**

98.1 Insofar as these paragraphs refer to the alleged inability to perform the contractual obligations in terms of the Ground Handling Agreement this allegation is denied.

98.2 The Applicant is invited to put evidence before court that the Applicant was required to place the First Respondent on terms for non-performance. In any event at the time that the audit was done the First Respondent was no longer the appointed ground management company.

99.

**AD PARAGRAPHS 170-185 THEREOF:**

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I take note of the contents of these paragraphs. Insofar as they related to the internal arrangement of the Applicant and more particularly its staff I have no knowledge of such decisions and cannot admit or deny same.

100.

**AD PARAGRAPH 186 THEREOF:**

I deny the contents of this paragraph and refer the court to the background as set out hereinabove as well as the fact that the services were in fact rendered by the First Respondent.

101.

**AD PARAGRAPHS 187-194 THEREOF:**

I take note of the contents of these paragraphs.

102.

**AD PARAGRAPH 195 THEREOF:**

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I admit the contents of this paragraph.

103.

**AD PARAGRAPH 196 THEREOF:**

I take note of the contents of this paragraph.

104.

**AD PARAGRAPH 197 THEREOF:**

I take note of the contents of this paragraph.

105.

**AD PARAGRAPHS 198- 204 THEREOF:**

I take note of the legal argument set out in these paragraphs.

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106.

**AD PARAGRAPH 205 THEREOF:**

I deny that it was stated that the First Respondent is performing any services as set out in this paragraph. I refer the court to the dates as set out hereinabove when the First Respondent discontinued services to the respective airports.

107.

**AD PARAGRAPH 206 THEREOF:**

I take note of the contents of this paragraph.

108.

**AD PARAGRAPH 207 THEREOF:**

I admit the contents of this paragraph.

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109.

**AD PARAGRAPH 208 THEREOF:**

I take note of the contents of this paragraph. I however state that the agreement that the Applicant refer to in these paragraphs have been terminated and the allegation that the agreements persist (insofar as the First Respondent is concerned) is simply incorrect and bad in law.

110.

**AD PARAGRAPH 209 THEREOF:**

110.1 I take note of the orders sought by the Applicant and restate the contentions as set out hereinabove in regards to the fact that such relief is legally incompetent. The Applicant has also failed to set out what the appropriate remedy should be in this matter.

110.2 I submit that should the court review the agreements as requested in the application it is submitted that in the circumstances, a just and equitable remedy is that the award of the contract be declared invalid,

with a rider that the declaration of invalidity must not have the effect of divesting the First Respondent of rights to which – but for the declaration of invalidity – it would be entitled to. I therefore submit that any invalidation of the existing contract as a result of the invalid tender should not result in any loss to the First Respondent.

111.

**The Application for Condonation:**

Insofar as the Applicant has filed an application for condonation I am advised by the attorney acting on behalf of the First Respondent that the application is bad in law and falls to be dismissed. Full legal argument will be addressed to the court at the hearing of this application.

112.

WHEREFORE the First Respondent seeks an order dismissing the application on an attorney and client scale.

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**COUNTER APPLICATION**

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111.

I refer to the parties as in the main application and repeat the contents of the answering affidavit herewith as the basis on which the First Respondent relies on the relief sought in the counter application.

112.

In the event that the court invalidates the Ground Handling Agreement between the First Respondent and the Applicant as sought by the Applicant in the main application the legal representative for the First Respondent shall rely on the provisions of section 172 of the Constitution in order to request the Court to make an order which is just and equitable in the circumstances.

113.

In the result the court will be requested to add to any such declaration of invalidity a rider that the declaration of invalidity must not have the effect of divesting the First Respondent of rights to which – but for the declaration of invalidity – it would be entitled to. In addition, hereto I submit that it would be just and equitable that the purported applications against MAMCO and

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PAMCO be heard together with the main application as I verily believe that MAMCO, PAMCO and Valotech were appointed by the Applicant under conditions where absolutely no bidding process took place.

114.

**WHEREFORE** the First Respondent will seek an order as set out in the Notice of Motion attached hereto.



**DEPONENT**

I CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGE THAT SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, WHICH WAS SIGNED AND SWORN BEFORE ME AT PRETORIA ON THIS <sup>20<sup>th</sup></sup> ~~23<sup>rd</sup>~~ DAY OF MARCH 2018 AND THAT THE PROVISIONS OF THE REGULATIONS CONTAINED IN GOVERNMENT NOTICE R1258 OF 21 JULY 1972, AS AMENDED, WERE COMPLIED WITH.

20/6/2018



**COMMISSIONER OF OATHS**

**PETER WAUGH**  
 COMMISSIONER OF OATHS  
 Proprietor: Peter Waugh and Associates  
 Appointment Ref: 9/1/8/2 Pretoria (12/7/2006)  
 Republic of South Africa  
 Suite 3, 77 Rigel Avenue (North)  
 Watloof Ridge, Pretoria

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# STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA) of January 2013

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**[KORENEKA TRADING AND PROJECTS]**

**T/A KORENEKA FACILITIES MANAGEMENT**

Registration Number: [2007/051834/23]

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : Pilanesburg International Airport (NTY)  
is valid from : 01 May 2015 until 30 April 2020  
and replaces : Nil

## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
  - 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
  - 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

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- 3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.
- 3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4 PROVISION OF SERVICES

- 4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

- 5.1. The Handling Company warrants the Carrier that –

- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

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## 6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

## 7 SCHEDULED FLIGHTS

7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.

7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

## 8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

## 9 PRIORITY

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

## 10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

## 11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

## 12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

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12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

## 16 CARRIER'S REPRESENTATION

- 16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.
- 16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.
- 16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

## 17 STANDARD OF WORK

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

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**18. PERFORMANCE MEASUREMENT**

- 18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.
- 18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

**19. PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

<b>Delay (Minutes)</b>	<b>Applicable Penalties</b>
<b>11-20</b>	<b>20% of handling fee</b>
<b>21-30</b>	<b>30% of handling fee</b>
<b>31-40</b>	<b>40% of handling fee</b>
<b>41&gt;</b>	<b>100% of handling fee</b>

**20. REMUNERATION**

- 20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.
- 20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

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- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:-
- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

> **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

> **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.



22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

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## 23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

## 24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

## 25 TERMINATION

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

## 26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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**27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

### 32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

### 33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

### 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

### 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

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**SOUTH AFRICAN EXPRESS AIRWAYS:**  
Physical Address:

Physical Address:  
2nd Floor, Block E Offices  
Airways Park, 1 Jones Road  
OR Tambo International Airport

Postal Address:  
P. O. Box 101  
O.R. Tambo International Airport  
1627

**[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES  
MANAGEMENT]**

Physical Address:  
No: 22 NWDC Building  
1<sup>st</sup> Street Industrial Site  
MAFIKENG  
North West Province

Postal Address:  
P. O. Box 2752  
MAFIKENG  
2745

**36** **FORCE MAJEURE**

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

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36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37 **DEFAULT AND TERMINATION**

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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### 38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this **15<sup>TH</sup>** day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS AUTHORITY TO SIGN)  
For: **SOUTH AFRICAN EXPRESS**  
**AIRWAYS SOC LIMITED**  
Name: Inati Ntshanga  
Designation: Chief Executive Officer

SIGNED at **MAFIKENG** on this **15th** day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS/HER AUTHORITY TO SIGN)  
For: **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**  
Name: Babadi Tlatsana  
Designation: Director



## ANNEXURE 1 OF ANNEX B

**GROUND HANDLING SERVICES****1. HANDLING SERVICES AND CHARGES**

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Item	Description
<b>Section 1</b>	<b>Representation, Administration and Supervision</b>
<b>1.1</b>	<b>General</b>
1.1.2	Liaise with Local Authorities.
1.1.3	Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.4	Inform all interested Parties concerning movements of the Carrier's aircraft.
<b>1.2</b>	<b>Administrative Functions</b>
1.2.1	Establish and maintain local procedures.
1.2.2	Take action on communications addressed to the Carrier
1.2.3	Prepare, forward, file and retain for a period specified in the Annex B, messages/report/statistics/documents and perform other administrative duties in the following areas: (a) station administration (b) passenger services (c) ramp services (d) load control (e) flight operations (f) cargo services (g) mail services (h) support services (i) security (j) aircraft maintenance (k) other, as specified in Annex B
1.2.4	Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
1.2.5	(a) Check (b) Sign (c) Forward on behalf of the Carrier items including, but not limited to invoices, supply orders, handling charge notes, work orders.
<b>1.3</b>	<b>Supervision and/or Co-Ordination</b>
1.3.1	(a) Supervise (b) Co-ordinate Services contracted by the Carrier with third party(ies)
1.3.2	Ensure that the third party (ies) is (are) informed about operational data and Carriers requirements in a timely manner.
1.3.3	Liaise with the Carriers designated representative
1.3.4	Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party (ies) to perform the services.
1.3.5	Meet aircraft upon arrival and liaise with crew.
1.3.6	Decide on non - routine matters
1.3.7	Verify dispatch of operational messages.

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1.3.8	Note irregularities and inform the Carrier.
<b>1.4</b>	<b>Station Management</b>
1.4.1	Provide representative on behalf of the Carrier to act (b) non - exclusively
1.4.2	The Handling Company is authorized to represent Carriers interest with regard to resolving governmental and local authority matters
1.4.3	Attend local airport meetings on behalf of the Carrier (a) report to the Carrier results/contents of the meetings (b) act, vote and commit on behalf of the Carrier
1.4.4	The handling company will be authorized to (a) solicit (b) negotiate (c) commit services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B (1) Airport lounges (2) baggage delivery service (7) other
1.4.5	Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
1.4.6	Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
1.4.7	Perform and report (KPI - key performance indicators) quality/performance measurements.
1.4.8	Handle the contents of Carrier's company mail pouches.
<b>Section 2</b>	<b>Passenger Services</b>
<b>2.1</b>	<b>General</b>
2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2	Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
2.1.3	When requested by the Carrier (a) provide or (b) arrange for for special equipment, facilities and specially trained personnel, for assistance to (2) disabled passengers inside the terminal (3) VIP's
2.1.4	Assist passengers when flights are interrupted, delayed or cancelled.
2.1.5	Notify the Carrier of complaints and claims made by the Carrier's passengers
2.1.6	Report to Carrier any irregularities discovered in passenger and baggage handling
2.1.7	(b) Arrange for (1) check-in position(s) (2) service counter(s)/desks for other purposes.
2.1.8	Perform on behalf of the Carrier the following sales functions (a) reservations (b) issuance of transportation documents

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2.1.9	(c) e-ticketing As specified in Annex B
2.2	<b>Departure</b>
2.2.1	Perform pre-flight editing
2.2.2	Check and ensure (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
2.2.3	(a) Weigh and/or measure checked and/or cabin baggage , (b) record baggage figures For (1) Initial flight (2) subsequent flight(s)
2.2.4	Excess baggage (a) determine excess baggage (b) issue excess baggage ticket (c) collect excess baggage charges (d) detach applicable excess baggage coupons
2.2.5	Tag checked and/ or cabin baggage for (a) initial flight
2.2.6	(a) Carry out the Carriers seat allocation or selection system (b) issue boarding pass(es) Detach applicable flight coupons For (1) initial flight
2.2.7	Handle (a) Denied Boarding Process (b) Denied Boarding compensation
2.2.8	Direct passengers through controls to departure gate
2.2.9	At the gate perform (a) check- in in accordance with item 2.2.2 (b) check baggage  (c) verification of travel documents (e) handling of standby list (f) verification of cabin baggage (g) manage the boarding process (h) reconciliation of passenger numbers with aircraft documents prior to departure
2.2.10	(a) collect (b) reconcile (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers
2.3	<b>Arrival</b>
Section 4	<b>Load Control, Communications and Flight Operations</b>



<b>4.1</b>	<b>Load Control</b>
4.1.1	Convey and deliver flight documents between the aircraft and appropriate airport buildings
4.1.2	<p>(a) Prepare (b) sign (c) distribute (d) clear/process (e) file</p> <p>Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, Captains load information and manifests where:</p> <p>(2) Load control is performed by the Carrier until the Handling Company is able to.</p>
<b>4.2</b>	<b>Communications</b>
4.2.1	<p>(a) compile (b) receive, process and send</p> <p>All messages in connection with the services performed by the Handling Company using the Carriers originator code or double signature procedure</p> <p>(c) perform EDI (electronic data interchange) transactions</p> <p>(d) Inform the Carriers representative of the contents of such messages.</p>
4.2.2	<p>(a) provide (b) operate</p> <p>Means of communication between the ground station and the Carriers aircraft</p>
<b>4.3</b>	<b>Flight Operation-General</b>
4.3.1	Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B
4.3.2	After consideration of the Carriers instructions, suggest the appropriate action to pilot-in-command in case of personal operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
<b>5.3</b>	<b>Irregularities Handling</b>
5.3.1	Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
5.3.2	Report to the Carrier any irregularities discovered in cargo handling.
5.3.3	(a) notify the carrier of complaints and claims
<b>6.2</b>	<b>Automation/Computer Systems</b>
6.2.1	<p>(a) Arrange And Operate Equipment to enable access to</p> <p>(1) Carriers system (2) Handling Company's system (3) other systems</p> <p>Perform the following functions in</p> <p>(a) Carriers system (b) Handling Company's system (c) other systems for</p> <p>(2) passenger reservations and sales (3) passenger service (4) baggage service reconciliation (5) baggage tracing (11) other functions</p>
<b>6.6</b>	<b>Surface Transport</b>
	Make all necessary arrangements for special transport within the limit of local possibilities

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<b>7.1</b>	<b>Passengers and Baggage Screening and Reconciliation</b>
7.1.1	(a) provide and arrange (2) security questioning
7.1.2	(a) provide and arrange (1) identification of passengers prior to boarding (2) reconciliation of boarded passengers with their baggage (3) positive baggage identification by passengers (4) offloading of baggage for passengers who fail to board aircraft

**1.2** For the services set out above, the applicable rates shall be as follows:

<b>Ground Handling Management Fees</b>	
<b>Services</b>	<b>Applicable Rate</b>
Ground Handling - Turnaround Costs	35 448
Ground Handling Labour	70 500
Sub total	105 948
Management Fee - 10%	10 595
<b>Total</b>	<b>116 543</b>

<b>Ground Handling Management Fees - Breakdown</b>				
<b>Description of Service</b>	<b>Applicable Rate</b>	<b>No Turnarounds pm</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Cost Per Turnaround - Aircraft	1 688	21	425 376	35 448
			<b>425 376</b>	<b>35 448</b>
<b>Description of Service</b>	<b>Annual Salary</b>	<b>Number</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Customer Service Agents	171 000	3	513 000	42 750
General Workers	111 000	3	333 000	27 750
			<b>846 000</b>	<b>70 500</b>

**1.3** Handling in the case of return to ramp will not be charged extra, provided that a physical change of load is not involved.

**1.4** Handling in the case of return to ramp involving a physical change of load will be charged at 50% (fifty percent) of the above rates.

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# ANNEXURE 2 OF ANNEX B

## GROUND HANDLING SERVICE LEVEL AGREEMENT

between

**KORENEKA TRADING AND PROJECTS**  
**T/A KORENEKA FACILITIES MANAGEMENT**  
 Registration Number: 2007/051834/23  
 (hereinafter referred to as "the Handling Company")

and

**SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD**  
 Registration Number: 1990/007412/30  
 (hereinafter referred to as "the Carrier")

### 1. PREAMBLE

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2. The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

### 2. OPERATING FRAMEWORK

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier' flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.
- 2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.
- 2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.
- 2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:
- 2.1.6.1 The Carrier
- 2.1.6.2 The Handling Company

### 3. **SERVICE KEY PERFORMANCE INDICATORS**

- 3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:
- 3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are deboarded and offloaded from the said flight;
- 3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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- 3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.
- 3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. **COMMUNICATION**

- 4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.
- 4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. **FLIGHTS ARRIVAL**

- 5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:  
A. Wheelchair-users; and  
B. Mothers travelling with infants.

#### 7. **IRREGULAR OPERATIONS**

- 7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:
- 7.1.1 Flight diversions
  - 7.1.2 Delays and calling of passengers
  - 7.1.3 Denied boarding due to weight restriction
  - 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
  - 7.1.5 Issuance of Meal Vouchers;

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- 7.1.6 Hotel bookings;  
 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

## 8. AUDIT ON TRAINING REQUIREMENTS

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

## 9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

## 10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	<ul style="list-style-type: none"> <li>- Adhoc Services for 3<sup>rd</sup> party (NWPg) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul> </li> </ul>	R	100%

\* S = Standard Service R= On Request

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**sa express**

we fly for you

**20<sup>th</sup> YEARS**  
in Aviation

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E Block Offices  
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F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1927  
South Africa  
www.flyexpress.aero

Koreneka Trading and Projects  
22 NWDC Building,  
1<sup>st</sup> Street Industrial Site  
Mafikeng  
2745

01 May 2015

Dear Sirs/Madam

**Letter of Appointment: Service Provider for SA Express North West Operations Airport Management**


Thank you for participating in the aforementioned supplier development bidding process

This letter serves to confirm that your company Koreneka Event Managers (T/A Koreneka Trading and Projects) Registration Number: 2007/051834/23 has been appointed as the preferred bidder, following the SA Express supplier development bid evaluation process for the management of airport operations with SA Express in the North West Province.

The appointment is subject to the successful conclusion of a supplier development contract and service level agreement. SA Express would like to therefore invite your team for finalization of contractual negotiations.


We trust you will find the above in order and look forward to a working together.

Yours Sincerely

  
Mr Tinyiko Maswanganyi  
PM Procurement

Chief Directors: B. Spangwe (Chief Executive), J. Nkomo (Chief Executive Officer), M. R. Sengwe (Chief Financial Officer),  
Deputy Directors: N. B. Gwete, P. E. Mafurisa, G. M. Mofhegane, K. I. Nkomo  
Company Secretary: D. I. Mafurisa

South African Revenue Service (SARS)

  
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**AGREEMENT**

Entered into by and between

**DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT**  
(HEREINAFTER REFERRED TO AS 'THE DEPARTMENT')

(Duly represented by Thabang Bailey Mahlakoleng in his capacity as the Head of Department)

and

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**  
(HEREINAFTER REFERRED TO AS 'SA EXPRESS')

(Duly represented by Inati Ntshanga in his capacity as Chief Executive Officer)

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## ANNEXES

ANNEXE "A" : SUBSIDY STRUCTURE

ANNEXE "B" : FLIGHT SCHEDULE

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## 1 INTERPRETATION

### 1.1 In this Agreement -

1.1.1 clause headings are for convenience only and are not to be used in its interpretation;

1.1.2 an expression which denotes -

1.1.2.1 any gender includes the other genders;

1.1.2.2 a natural person includes a juristic person and *vice versa*, and where the context so requires, it shall include the State, Local Authority or other governmental institution inclusive of the Minister of the State and a division of any Ministerial Department; and

1.1.2.3 the singular includes the plural and *vice versa*.

1.2 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -

1.2.1 "Agreement" means this agreement;

1.2.2 "Airline" means SA Express;

1.2.3 "Airline Service" means the transportation of goods and/or persons on aircraft on the Designated Route by SA Express;

1.2.4 "Apron" means the area on Mafikeng and Pilanesburg Airports intended to accommodate aircraft for the purposes of loading and unloading passengers, cargo, parking or preparation for flight;

1.2.5 "ATNS" means Air Traffic and Navigational Services Limited, established in terms of Section 2 of the Air Traffic and Navigation

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Service Company Act, Act 45 of 1993;

- 1.2.6 **"Bridging Training"** means any and all training required for the individual cadet pilot to attain the required standard for type conversion training;
- 1.2.7 **"Cadet Pilot(s)"** means a pilot holding a commercial pilot's licence (CPL) with less than 1000 hours total flying time, who undertakes a specific training programme within the Airline in order to bridge the lower level of experience;
- 1.2.8 **"Cape Town International Airport"** means Cape Town International Airport situated in Cape Town, Western Cape, South Africa;
- 1.2.9 **"Department of Community Safety and Transport Management"** means the Department of Community Safety and Transport Management represented by Thabang Bailey Mahlakoleng, he being duly authorised thereto;
- 1.2.10 **"Designated Route"** means the route between Oliver Tambo International Airport, Cape Town International Airport, Pilanesburg Airport, Mafikeng Airport;
- 1.2.11 **"Effective Date"** means the 27<sup>th</sup> March 2015 for the OR Tambo International Airport, Cape Town International Airport and Pilanesburg Airport route, and the 1<sup>st</sup> May 2015 for the OR Tambo International Airport and Mafikeng Airport route;
- 1.2.12 **"First Officer"** means a person holding a commercial pilot license with an aircraft type endorsement to operate in the right hand seat of the flight deck of the Airline;
- 1.2.13 **"Ground Handling Services"** means the standard ground handling



services as more fully provided for in terms of the IATA Standard Ground Handling Agreement;

- 1.2.14 "IATA" means the International Air Transport Association;
- 1.2.15 "ICAO" means the International Civil Aviation Organization;
- 1.2.16 "O.R Tambo International Airport" means O.R Tambo International Airport situated in Gauteng the Republic of South Africa;
- 1.2.17 "Mafikeng Airport" means Mafikeng Airport situated at Mahikeng, North West Province;
- 1.2.18 "Parties" means the Department and SA Express collectively and "Party" shall refer to either of them;
- 1.2.19 "Pilanesburg Airport" means Pilanesburg Airport situated in Rustenburg, North West Province, South Africa;
- 1.2.20 "SAA" means South African Airways SOC Limited Registration Number 1979/022444/30, a state-owned company duly registered in terms of the laws of the Republic of South Africa;
- 1.2.21 "SACAA" means the South African Civil Aviation Authority established in terms of the provisions of Section 2 of the South African Civil Aviation Authority Act, Act 40 of 1998;
- 1.2.22 "SA Express" means South African Express Airways SOC Limited, registration number 1990/007412/30, a state-owned company duly registered in terms of the laws of the Republic of South Africa;
- 1.2.23 "Signature Date" means the date of signature of this Agreement by the Party last signing;
- 1.2.24 "Type Conversion Training" means the training required, inclusive of

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simulator training, in order for the cadet pilot to qualify as a type rated first officer at SA Express;

1.2.25 "VAT" means Value-Added Tax as levied from time to time in terms of the Value-Added Tax Act, 1991.

1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

1.5 Subject to clauses 1.7 and 1.14, defined terms appearing in this Agreement in the title cases shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

1.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

1.7 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.

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- 1.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.9 Where figures are referred to in numericals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.10 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.12 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.13 Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.14 This Agreement incorporates the annexes which annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the words "clause" or "clauses" and "annexe" or "annexes" refer

to clauses of and annexes to this Agreement.

- 1.15 Headings to clauses are for reference purposes only and do not bear upon the interpretation of this Agreement.

## 2 INTRODUCTION

- 2.1 In response to the Request for Proposal for reintroduction of an Air Transport Service between OR Tambo International Airport, Cape Town International Airport, Pilanesburg Airport and Mafikeng Airport ('the Airports'), issued by Department of Community Safety and Transport Management ('the Department'), the Airline SA Express responded to request for proposals for the supply of the Airline Service subject to a subsidy from the Department, which request for proposal was duly accepted by the Department Executive Council.

- 2.2 In the event of any conflict between the provisions of any other agreement entered into between the Parties and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## 3 RECITALS

- 3.1 North West Province is the owner and licensee of Pilanesburg and Mafikeng Airports.
- 3.2 SA Express is capable of conducting the Airline Service in accordance with all relevant statutory and regulatory prescripts and with the type of aircraft mentioned in clause 10.1 of this Agreement, and able to provide the aircraft (including replacement aircraft should the aircraft employed in providing the Airline Service be unserviceable), crew, distribution, sales and airlines operational infrastructure for the operation of the airline service on the designated route.



3.3 SA Express has the operation and marketing expertise required for the operation of the Airline Service.

3.4 SA Express is a member of the Voyager programme which entitles all its passengers to earn Voyager miles on its flights which may then be redeemed on any Voyager participating member's flights. SA Express is permitted to use SAA tickets and as such enjoys Interlining arrangements with all SAA partners who are members of the Star Alliance.

#### 4 AIRLINE SERVICES

4.1 SA Express and the Department hereby agree that SA Express shall, with effect from the Effective Date, commence the Airline Service on the Designated Route for a period of 5 (five) years calculated from the Effective Date.

4.2 Without in any way derogating from any other provisions of this Agreement providing for termination in certain circumstances, and notwithstanding the duration of this Agreement as set out in clause 4.1, SA Express may, at any time, terminate the Agreement by giving the Department six (6) months prior written notice.

4.3 As a contribution towards the costs of SA Express in providing the Airline Service, the Department shall grant to SA Express the subsidy as more fully described in clause 6 hereof and on the terms and conditions as more fully set out in this Agreement.

4.4 Not later than 6 (six) months prior to the expiry of the period mentioned in clause 4.1, the Parties shall meet with the objectives of negotiating a continuation or discontinuation of the Airline Service on terms and conditions to be agreed between the Parties.

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## 5 TICKET COSTS

5.1 The costs of tickets to be sold shall be as determined by SA Express and shall be subject to an annual increase in line with the airline's fare policy.

5.2 The costs of tickets aforesaid shall be exclusive of passenger service charges, security tax, fuel levies and VAT.

## 6 SUBSIDY

6.1 The Department shall pay to SA Express the subsidy and the Management Company the operational costs of both airports annually, in advance, the amount stipulated in annexe A. ?

6.2 In the event that the Parties fail to reach an agreement during the annual review as set out in clause 6.1, and the proposed review is of the amount payable by the Department as stipulated in annex A, SA Express shall be entitled to terminate this Agreement by giving six months written notice and shall be entitled to payment in accordance with annex A, during such notice period.

6.3 The obligation of the Department to pay monies in terms of clause 6.1 shall never exceed the amount mentioned therein.

6.4 Monies due in respect of penalties (if any) as contemplated in clause 8 of this Agreement shall be invoiced and payable by SA Express within 30 (thirty) days of receipt on the invoice, provided such penalties have been verified and agreed to by the parties.

6.5 Should SA Express have a query regarding any penalty, such query shall be made in writing by SA Express, within 14 (fourteen) days of receipt of the invoice and any amount payable in respect of such penalty shall be put on hold until the query has been resolved between the Parties.

- 6.6 The payment referred to in clause 6.1 shall be made within 5 (five) days of the effective date, and thereafter, on the same date of each following year.

## 7 QUARTERLY REPORTS

- 7.1 SA Express shall, on a quarterly basis, submit a written return to the Department, wherein it reports on -

7.1.1 the dates and number of flights undertaken during the relevant quarter;

7.1.2 the number of passengers flown, together with the load factor achieved for that quarter on the Designated Route;

7.1.3 the time of departure from either of the airports (as the case may be) and the time of arrival at the relevant flight's destination, in respect of each flight;

7.1.4 details of marketing and promotion of the Airline Service done during that quarter and that contemplated for the next quarter, together with the costs and/or anticipated costs thereof; and

7.1.5 penalties raised against SA Express in terms of the provisions of clause 8 of this Agreement and the monetary value of such penalties calculated in accordance with the provisions of clause 8.3 of this Agreement.

## 8 PENALTIES

- 8.1 For purposes of this clause 8 only the following expressions shall each have the meaning ascribed thereto -

8.1.1 "Month" means a calendar month as defined in Article 2 of the Interpretation Act, Act 33 of 1957; and

8.1.2 "Flight" means a flight as intended in clause 10.5 of this Agreement.

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Airport due to factors beyond the control of SA Express or where the Parties, by prior arrangement, agree that a flight should not take place due to insufficient passengers or on a public holiday or if the Parties agree not to operate any day during off-peak holiday periods.

**9 OBLIGATIONS OF DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT.**

The Department has the following obligations -

- 9.1 to ensure that Pilanesburg and Mafikeng Airports are at all times in a good and operational condition and licensed to handle at least aircraft of Category 6 (six) capacity;
- 9.2 to provide the necessary staff (all duly trained) and equipment necessary to perform security checks of passengers, crew, baggage and cargo leaving Pilanesburg and Mafikeng Airports;
- 9.3 to ensure the attendance, at Pilanesburg and Mafikeng Airports, of employees of ATNS to provide air traffic control;
- 9.4 to pay to SA Express and the Management Company the monies due as more fully set out above in clause 6;
- 9.5 to do whatever is reasonably within its powers to support SA Express so as to ensure the success of the Airline Service;
- 9.6 to ensure that Pilanesburg and Mafikeng Airports are clean and presentable;
- 9.7 to ensure that during the duration of this Agreement fees and charges to users of Pilanesburg and Mafikeng Airports do not exceed those charged by Airports Company South Africa Limited at OR Tambo International Airport; and

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- 9.8 to ensure that Pilanesburg and Mafikeng Airports remain open and operational from 1 (one) hour before the first scheduled flight is due to arrive, until 30 (thirty) minutes after the last scheduled flight has departed, each day.

#### 10 OBLIGATIONS OF SA EXPRESS

SA Express shall -

- 10.1 with effect from the Effective Date, provide the Airline Service with CRJ 200 aircraft, including a suitable replacement aircraft should the aircraft employed in providing the Airline Service be unserviceable; alternatively with an aircraft of similar size, specification and capabilities;
- 10.2 obtain a prior written approval from the Department should it wish to replace the CRJ 200 aircraft with another type of aircraft;
- 10.3 provide the Airline Service from Mondays to Fridays, excluding public holidays;
- 10.4 provide the Airline Service on Saturdays and/or Sundays and/or public holidays if and for such time as there exists, in the reasonable discretion of SA Express, sufficient demand for such service. Such operations shall be for SA Express's own risk and reward and shall not be financially supported by the Department; and
- 10.5 ensure that the flights provided pursuant to the Airline Service shall depart and arrive as more fully set out in the flight schedule attached hereto as annexe "B";
- 10.6 pay, as provided for by Pilanesburg and Mafikeng Airports, to the Department the prescribed approach fees, landing fees and parking fees; payment to be effected within 30 (thirty) days from invoice at such address



or into such bank account as the Department or ATNS (as the case may be) may in writing advise;

- 10.7 provide, at the Airports, free of charge to passengers, the Ground Handling Services;
- 10.8 provide the entire infrastructure required for the provision of the Airline Service on the Designated Route, including but not limited to -
  - 10.8.1 the maintenance of the aircraft employed in the Airline Service;
  - 10.8.2 the provision of the aircrew;
  - 10.8.3 the supply of all fuel (at its own cost);
  - 10.8.4 insurance in respect of the following -
    - 10.8.4.1 Combined single limit – US\$ 250 000 000.00 per aircraft;
    - 10.8.4.2 Airside liability – US\$20 000 000.00; and
    - 10.8.4.3 Freight liability – US\$2 000 000.00 per aircraft;
  - 10.8.5 all the required licences, permits, consents and the like to enable it to conduct the Airline Service;
  - 10.8.6 a passenger service office on Pilanesburg and Mafikeng Airports, which shall be open during business hours and at all times manned by a person in appropriate uniform; and
  - 10.8.7 the sale of airline tickets, consisting of different classes, to members of the public -
- 10.9 appoint and supervise ground staff required to run its stations at Pilanesburg and Mafikeng Airports and to attend at its airports and passenger service offices during business hours;

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- 10.10 attend at check-in gates and boarding gates counters;
- 10.11 appoint travel agents to market the Airline Service, in particular in Pilanesburg and Mahikeng and the catchment area and to conduct marketing campaigns and employ its marketing experience in promoting the Airline Service;
- 10.12 do whatever may be reasonably required from an airline to successfully conduct its business and employ the best practises in the aviation industry, and do what may be reasonably necessary to promote the Airline Service with the object of establishing a sustainable and profitable airline;
- 10.13 in respect of Pilanesburg and Mafikeng Airports -
- 10.13.1 obtain all necessary permits for its employees, agents and vehicles for access to the airside ("airside" means the movement area reserved for aircraft to which access is controlled);
- 10.13.2 pay the costs of any damage or harm caused which includes, but is not limited to, the costs of any repairs to or cleaning of the surface of the Apron where the need for such repairs to or cleaning arises as the result of any negligence or default by SA Express, its officers, employees, acting in the course and scope of their employment with SA Express and of its contractors, subcontractors or agents;
- 10.13.3 SA Express shall comply with all procedures and/or permissions relating to airport access control and vehicle usage on the airside;
- 10.13.4 conduct its operations in the manner that shall not compromise safety and security and shall adhere to all applicable procedures, policies and regulations;
- 10.13.5 use the Apron only as and when necessary for the discharge of its

## 11 WARRANTIES BY SA EXPRESS

SA Express warrants to and in favour of the Department -

- 11.1 the correctness of the contents of clauses 3.2, 3.3, and 3.4 of this Agreement;
- 11.2 that for purposes of landing at and departure from OR Tambo and Cape Town International Airports it has access to slots at the required times;
- 11.3 that it has access to all necessary infrastructure, personnel, licences (which licences were, *inter alia*, issued in terms of the Air Services Licensing Act, Act 115 of 1990), operating certificates (*inter alia*, issued in terms of Parts 121, 127 and 135 of the CAA regulations, in terms of which it is authorised to operate air services in accordance with Operations Manuals approved, and in terms of the provisions of the Air Services Licensing Act, Act 115 of 1990, International Air Services Act, Act 60 of 1993, the Aviation Act, Act 74 of 1962 and the Civil Aviation Offences Act, Act 10 of 1972), permits, consents and the like required to perform the Airline Service and that all such licenses, permits and consents are in full force and effect as at the Signature Date;
- 11.4 that it knows of no reason (having made all reasonable enquiries in this regard) why any such licence, permission or consent referred to in clause 11.3 would either be withdrawn or, as the case may be, not renewed during the duration of this Agreement;
- 11.5 that no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date, or to the best of its knowledge (having made all reasonable enquiries) threatened against it, which is likely to have a material adverse effect on the ability of SA Express to provide the Airline Service;

11.6 it is not subject to any obligation or non-compliance which is likely to have a material or adverse effect on its ability to provide the Airline Service;

11.7 no proceedings or other steps have been taken or, to the best of its knowledge (having made all reasonable enquiries) threatened for the winding up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of SA Express or for the appointment of a liquidator, judicial management or similar officer over it or over any of its assets, or for the transfer from itself of its business; and

11.8 all information disclosed by or on behalf of the Airline in response to the Request for Proposal for Reintroduction of an Air Transport Service between the Airports, or in the subsequent request for proposal, is true, complete and accurate in all material respects and SA Express is not aware of any material facts or circumstances not disclosed to the Department which would, if disclosed, be likely to have an adverse effect on the Department's decision to accept SA Express's proposal.

## 12 INSPECTION

12.1 SA Express shall at all reasonable times during the duration of this Agreement or on completion thereof, make all records relevant to the Airline Service available for inspection by either -

12.1.1 a representative of the Department;

12.1.2 any department of North West Province;

12.1.3 a representative of the Government of the Republic of South Africa; and/or

12.1.4 the agent of any one or more of the above.

12.2 For purposes of such inspection -

12.2.1 all premises of SA Express shall be accessible and open during business hours for such inspection, provided a reasonable prior notice of such inspection is given to SA Express; and

12.2.2 SA Express shall supply, within 7 (seven) days of written demand, such information as it may be called upon to deliver, including copies of such documents as are under its control.

12.3 SA Express hereby irrevocably agrees that its financial standing may be examined as part of the inspection aforesaid.

### 13 ACCESS TO INFORMATION

13.1 SA Express shall provide the Department with all the information, documents, records and the like in the possession of, or available to, SA Express (and to this end SA Express shall use all reasonable endeavours to ensure that all such information shall be available to it) as may reasonably be requested by the Department for the purpose of complying with any of its statutory reporting obligations, including where pursuant to the Public Finance Management Act, 1999 or the Auditor-General Act, 1995.

13.2 Without limiting the generality of the foregoing, SA Express shall -

13.2.1 provide and shall procure that all its members shall provide all such information as the Department may reasonably require from time to time to enable it to provide reports and returns as it is legally obliged to do; and

13.2.2 note and facilitate the Department's compliance with the Promotion of Access to Information Act, 2000 in the event that the Department is



required to provide information to any person pursuant to this Act.

#### 14 OPERATIONAL COMMITTEE

- 14.1 An Operational Committee shall be established within 30 (thirty) days after the Signature Date.
- 14.2 The Operational Committee shall consist of a maximum of 2 (two) representatives each from the Department and SA Express.
- 14.3 The Operational Committee shall meet during the first 6 (six) months of this Agreement on a monthly basis in terms of a schedule to be approved at the first meeting, which shall take place within 30 (thirty) days after the Signature Date.
- 14.4 Meetings of the Operational Committee shall be at such venue(s) as the Operational Committee shall decide from time to time.
- 14.5 After the first 6 (six) months the Operational Committee shall determine the frequency, dates, times and venue of ensuing meetings.
- 14.6 The Chairperson of the Operational Committee shall be chosen at the first meeting and -
- 14.6.1 shall be chosen from one of the representatives and who shall hold office for a period of 12 (twelve) months;
- 14.6.2 shall thereafter be chosen from the representatives, save that he / she shall be from a Party different from that of the previous chairperson; and
- 14.6.3 shall not have a casting vote.
- 14.7 The duties of the Operational Committee include, but are not limited to the following -



- 14.7.1 to monitor the day-to-day performance of SA Express including the reason(s) for any penalty raised against SA Express as contemplated in clause 8;
- 14.7.2 to debate and address any difficulties and/or differences which either of the Parties may have experienced, or which are reasonably anticipated, including any complaint(s) from either Party or a member of the public;
- 14.7.3 to monitor compliance with the provisions of this Agreement;
- 14.7.4 to recommend amendment(s) to this Agreement to their principals;
- 14.7.5 to deal with dispute(s) as contemplated in clause 23 of this Agreement;
- 14.7.6 to appoint a secretary to the Operational Committee; and
- 14.7.7 to decide the procedure(s) to be followed at its meetings, provided that such does not contradict the provisions of this Agreement.
- 14.8 Duly appointed alternate representatives shall be entitled to attend meetings of the Operational Committee should any member thereof not be available and such alternate representative shall have the right to speak thereat, but no alternate representative shall be entitled to vote if the member that he represents is present at such meeting.
- 14.9 A quorum for a meeting of the Operational Committee shall be one representative of each of the Parties, subject to due and proper notice of the meeting (which shall include the proposed agenda and any resolution to be proposed at the meeting) having been received by all the members of the Operational Committee at least 7 (seven) days before the date for which such meeting is scheduled.
- 14.10 If within half an hour or such longer period as those present may agree,

after the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same time and day of the following week and written notice of such adjourned meeting shall be given to each member of the Operational Committee. If at such adjourned meeting a quorum is not present within half an hour or such longer period as those present may agree, after the time appointed for the meeting, those present shall form a quorum.

- 14.11 Each member of the Operational Committee shall be entitled to 1 (one) vote.
- 14.12 The issues raised at meetings of the Operational Committee shall be decided by a simple majority vote.
- 14.13 SA Express shall at each meeting report on the operation of the Airline Service and without derogating from the generality of this expression, such report shall include -
- 14.13.1 the number of passengers per flight since the Effective Date or the last meeting of the Operational Committee, as the case may be;
  - 14.13.2 the growth or decline, as the case may be, of passengers per flight and the reason(s) therefore;
  - 14.13.3 the viability of the Airline Service;
  - 14.13.4 the demand, including the prospective demand, for the Airline Service;
  - 14.13.5 monies spent on advertising and the promotion of the Airline Service together with details of how and where such monies were spent;
  - 14.13.6 future advertising and promotion of the Airline Service;
  - 14.13.7 any information on penalties; and

any other information which could be of interest to the Operational Committee or of value to either of the Parties.

#### 15. MANAGEMENT COMPANY

- 15.1 The Department mandates SA Express to appoint a management company responsible for managing the operations at Pilanesburg and Mafikeng airports.
- 15.2 The Department shall be liable for the payment of operational costs of the operations of the said management company.
- 15.3 The management company will be responsible for operational and other additional services as required and agreed with the Department and Airline.
- 15.4 SA Express shall enter into a Service Level Agreement with the management company, in terms of which the performance of the management company will be monitored and evaluated.
- 15.5 For the purposes of development and skills transfer, SA Express shall train the employees of the management company, to be able to perform the functions in terms of the Service Level Agreement referred to in 15.4 above.

#### 16 RELATIONSHIP

The relationship between the Parties as established in terms of this Agreement is not a partnership and each of the Parties is liable for its own liabilities emanating from the provision of the Airline Service as herein contemplated.

## 17 WAIVERS AND INDEMNITY

17.1 The Parties hereby waive whatever claim they have or may in future have against each other, save for a claim which emanates from their obligation(s) in terms of this Agreement.

17.2 The Department hereby -

17.2.1 indemnifies and holds SA Express free from any and all claims that may be instituted against SA Express, including the legal costs thereof calculated on attorney-and-own-client-scale, by third parties and which claims emanate from the provisions of this Agreement, unless pursuant to the gross negligence or wilful conduct of SA Express or its employees, agents or any person for whose actions SA Express is liable.

17.2.3 Similarly, SA Express hereby, save for a claim in favour of the Department which emanates from the obligation(s) of SA Express in terms of this Agreement, indemnifies and holds the Department free from any and all claims that may be instituted against SA Express, including the legal costs thereof calculated on attorney-and-own-client-scale, by third parties and which claims emanate from the provisions of this Agreement, unless pursuant to the gross negligence or wilful conduct of the Department or its employees, agents or any person for whose actions the Department is liable.

## 18 CONFIDENTIALITY

18.1 For purposes of this clause 18, "Confidential Information" shall mean any confidential information provided by one Party to the other or otherwise acquired including but not limited to all information which relates to the Request for a Proposal for the Airline Service, SA Express's response thereto, the tender process, the negotiations between the Department and

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SA Express which ensued, the contents of this Agreement or any correspondence or communications between the Parties, including the monthly returns to be submitted by SA Express in terms of the provisions of clause 7 of this Agreement and the agenda and minutes of the Operational Committee, irrespective of whether the Confidential Information emanates pursuant to discussions between the Parties, in writing or in electronic format.

**18.2 The Parties shall -**

- 18.2.1 use the Confidential Information only for purposes of protecting its interests emanating from this Agreement or for purposes of executing its obligations in terms hereof;
- 18.2.2 treat and safeguard the Confidential Information as private and confidential;
- 18.2.3 ensure proper and secure storage of the Confidential Information; and
- 18.2.4 not at any time, without the prior written consent of the other Party, disclose the Confidential Information to a third party.

**19 FORCE MAJEURE**

- 19.1 For purposes of this Agreement, "Force Majeure" means any of the following events or circumstances -
- 19.1.1 war, civil war, armed conflict or terrorism; or
  - 19.1.2 nuclear contamination unless SA Express is the source or cause of the contamination; or
  - 19.1.3 chemical or biological contamination from any of the events referred to in clause 19.1.1;

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- 19.1.4 extreme bad weather conditions, acts or omissions of ATNS and/or the Department, strikes or lock-outs which make take off, flight or landing of the aircraft to be employed in terms of clause 10.1, dangerous to either the passengers or the aircraft;
- 19.1.5 unavoidable mechanical failure of aircraft including but not limited to ingestion into an engine of birds or foreign objects; or
- 19.1.6 any delay due to factors beyond the control of SA Express;
- which directly cause either Party to be unable to comply with all or a material part of its obligations under this Agreement.
- 19.2 Subject to the provisions of clause 19.3, the Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the Force Majeure event it is not able to perform all or a material part of its obligations under this Agreement.
- 19.3 Where a Party is (or claims to be) affected by an event of Force Majeure -
- 19.3.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement and resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
- 19.3.2 it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to comply with its obligations under clause 19.3.1.
- 19.4 The Party claiming relief shall serve written notice on the other Party within 3 (three) days of it becoming aware of the relevant event of Force Majeure.

Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.

- 19.5 A subsequent written notice shall be served by the Party claiming the relief on the other Party within a further 7 (seven) days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action taken in accordance with clause 19.3.1, the date of occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it and/or its effect.
- 19.6 The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.
- 19.7 If, following the issue of a notice as contemplated in clause 19.5, the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (and/or any failure to perform), it shall submit such further information to the other Party as soon as reasonably possible.
- 19.8 The Parties shall meet within 21 (twenty one) days calculated from the date on which the event of Force Majeure occurred, to agree to amendments to the contents of this Agreement in the light of the occurrence of the event of Force Majeure.
- 19.9 Should the Parties have failed to meet as contemplated in clause 19.8, or to reach agreement as contemplated in clause 19.8, either Party may at any time thereafter, but not later than 14 (fourteen) days after the date of the meeting contemplated in clause 19.8, terminate this Agreement by written notice to the other Party which termination shall have immediate effect on

receipt thereof by the Party concerned.

## 20 BENEFIT

This Agreement shall be binding on the Parties, and shall be for the benefit of the Parties and the public at large.

## 21 ASSIGNMENT

Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to another person.

## 22 NOTICES AND DOMICILIA

22.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement or payment of any amount, or for any other purposes in terms of this Agreement, the said physical addresses as well as the following telefax numbers -

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
North West Province	Safety House 31-34 Molopo Road Mafikeng 2745 Pnamate@nwpg.gov.za	018-381 9171

Marked for the attention of: The Head of Department, Department of Transport

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
SA Express	2 <sup>nd</sup> Floor E Block Offices 1 Jones Road Airways Park	011 978 5578

Marked for the attention of: The General Manager: Commercial

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provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address shall be effective 5 (five) business days after receipt of the notice of the change.

22.2 All notices to be given in terms of this Agreement shall be given in writing, in English, and shall -

22.2.1 be delivered by hand or sent by telefax;

22.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day shall be presumed to have been received on the following business day; and

22.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day shall be presumed to have been received on the following business day.

22.3 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, shall be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 22.

22.4 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

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## 23 DISPUTE RESOLUTION

23.1 Any dispute which may arise between the Parties shall firstly be referred to the Operational Committee established in terms of the provisions of clause 14 of this Agreement for settlement and for purposes of the meeting of the Operational Committee to address such dispute, such meeting may be called by any of the Parties by giving not less than 7 (seven) days written notice to the other Party and to each of the members of the Operational Committee. For purposes of such meeting the provisions of clause 14 shall *mutatis mutandis* apply.

23.2 Should the Operational Committee be unable to resolve the dispute, same shall be referred to the Head of the Department, Department of Community Safety and Transport Management, and the Chief Executive Officer of SA Express, who shall use their best endeavours to settle such dispute.

23.3 Should the dispute not be capable of settlement as contemplated in clause 23.2, then such dispute shall be referred to arbitration as provided for in clause 24.

## 24 ARBITRATION

24.1 Any and all disputes which may arise between the Parties shall be referred to, and settled by Arbitration as intended in this clause-24.

24.2 Subject to the provisions of clause 23, should any dispute arise between the Parties in regard to or arising out of -

24.2.1 the interpretation of this Agreement;

24.2.2 the carrying into effect of this Agreement;

24.2.3 the Parties' respective rights and obligations in terms of this Agreement;

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- 24.2.4 the rectification of this Agreement;
- 24.2.5 the termination of this Agreement;
- 24.2.6 any question as to whether a valid and binding agreement was concluded between the Parties or whether such agreement is of legal force or effect; or
- 24.2.7 any other matter whatsoever emanating from this Agreement;

that dispute shall be submitted to and finally settled by arbitration. In the event of either Party disputing that a valid or binding agreement has been concluded, or disputing that the Agreement is of full force and effect, the Parties nevertheless agree to submit such dispute to arbitration as provided herein and in that regard this clause 24 shall be deemed to be severable from the remainder of this Agreement.

- 24.3 Any Party to this Agreement may demand that a dispute be settled in terms of this clause 24 by giving written notice to the other Party.
- 24.4 This clause 24 does not prevent a Party from obtaining relief on an urgent basis from a court, pending the decision of the arbitrator.
- 24.5 The arbitration shall be held at Mahikeng, with only the Parties and their representatives present thereat.
- 24.6 The arbitration shall be held *mutatis mutandis* in accordance with the Rules promulgated in terms of the Supreme Court Act, No 59 of 1959 and the rules of practice of the North West High Court of South Africa; otherwise in terms of the Arbitration Act No. 42 of 1965, it being the intention that the arbitration shall be held and concluded as soon as possible.
- 24.7 The arbitrator shall, if the matter in dispute is principally -

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24.7.1 a legal matter, be a practising counsel or a practising attorney of not less than 10 (ten) years standing;

24.7.2 an accounting matter, be a practising chartered accountant of not less than 10 (ten) years standing;

24.7.3 any other matter, be an independent person qualified to hear and adjudicate upon such matter;

and shall be agreed to between the Parties.

24.8 Should the Parties fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after arbitration has been demanded, the matter shall be considered to be a legal dispute.

24.9 Should the Parties fail to agree upon an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be appointed at the request of either of the Parties by the President for the time being of the Law Society of the Northern Provinces or its successor in title or the President of the North West Bar Council.

24.10 The Parties irrevocably agree and undertake with each other that any award that may be made by the arbitrator -

24.10.1 shall be final and binding upon them;

24.10.2 shall be carried into effect; and

24.10.3 may be made an order of Court of jurisdiction.

24.11 This clause 24 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated or cancelled for any reason.

24.12 The receipt by any party to this Agreement of a notice in terms of the

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provisions of clause 24.3 shall constitute the service of a process for the purposes of interruption of prescription in terms of the provisions of Section 8 of the Prescription Act, Act 68 of 1969 or the corresponding provision in any amendment thereto or replacement legislation.

## 25 BREACH

Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be entitled to cancel this Agreement in consequence of any breach by the other Party ("Guilty Party") unless such breach is -

- 25.1 a material breach; and
- 25.2 incapable of being remedied by payment of money or being rectified; or
- 25.3 capable of being remedied by the payment of money or being rectified, and -
  - 25.3.1 the Guilty Party fails to pay such money within 30 (thirty) days from written demand by the innocent Party; or
  - 25.3.2 the alleged breach or the amount claimed is contested, and the Guilty Party fails to pay such amount or to remedy such breach within 21 (twenty one) days calculated from the date on which same is finally adjudicated upon.

## 26 GENERAL

- 26.1 Subject to clause 26.2, this Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

- 26.2 Clause 26.1 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies are available shall be all those available under the law governing this Agreement.
- 26.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement shall be of any force or effect unless in writing and signed by the Parties.
- 26.4 No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver shall be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall not constitute or be deemed to be a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 26.5 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 26.6 Any consent or approval required to be given by either Party in terms of this



Agreement shall, unless specifically otherwise stated, not be unreasonably withheld.

- 26.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

## 27 APPLICABLE LAW AND JURISDICTION

- 27.1 This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.
- 27.2 Subject to the provisions of clauses 23 and 24, the Parties hereby consent and submit to the non-exclusive jurisdiction of the North West High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded shall be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

## 28 SUPPORT

- 28.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps (including in particular the exercise of the respective voting rights on the Operational Committee) and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.
- 28.2 The Parties undertake at all times to exercise utmost good faith in their



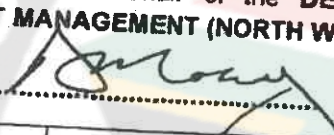
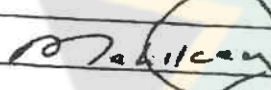
dealings with each other.

## 29 COSTS

Each party shall bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this agreement.

## 30 SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

Signed for and on behalf of the <b>DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT (NORTH WEST PROVINCE)</b>			
Signature: 			
Signed at		Date	
Full name	<b>MR. THABANG BAILEY MAHLAKOLENG</b>		
Designation	<b>HEAD OF DEPARTMENT</b>		
	(Who warrants that he is duly authorized as Acting Head of Department or delegated by virtue of his position)		
As witnesses Signature on 1 & 2 and full Names below	1.	2.	
Signed at:		Date	

  
  
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## ANNEXE "A"

## SUBSIDY STRUCTURE

North West Concession					
	Y1 50%	Y2 40%	Y3 30%	Y4 30%	Y5 30%
Concession - Airline Subsidy	23 829 488	19 063 563	14 297 674	14 297 674	14 297 674
Concession - JNB-NTY Airline Subsidy	11 814 728	9 531 782	7 148 837	7 148 837	7 148 837
Concession - CPT-NTY Airline Subsidy	11 914 728	9 531 782	7 148 837	7 148 837	7 148 837
Matleng Subsidy					
	Y1 100%	Y2 95%	Y3 85%	Y4 75%	Y5 65%
Concession - JNB-MBD Airline Subsidy	34 487 674	32 784 790	29 289 021	25 843 255	22 897 488
Total Subsidy	88 287 130	81 798 355	43 686 696	40 140 929	36 895 162
Management Costs - Subsidy					
	Y1	Y2	Y3	Y4	Y5
Route Marketing Subsidy - Pienarburg	14 856 435	4 850 000	4 850 000	4 850 000	4 850 000
Route Marketing Subsidy - Matleng	14 856 435	4 850 000	4 850 000	4 850 000	4 850 000
Operations Costs - Pienarburg	11 000 000	11 000 000	11 000 000	11 000 000	11 000 000
Operations Costs - Matleng	11 000 000	11 000 000	11 000 000	11 000 000	11 000 000
Total Subsidy	51 712 870	31 700 000	31 700 000	31 700 000	31 700 000
TOTAL SUBSIDY	110 000 000	83 498 355	74 686 696	71 240 929	67 795 162

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SERVICE LEVEL AGREEMENT - SA EXPRESS AIRLINES AND DEPARTMENT OF COMMUNITY  
SAFETY AND TRANSPORT MANAGEMENT

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## ANNEXE "C"

FLIGHT SCHEDULE include for the airports

Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1261	JNB	NTY	50	09:30	10:20	00:50	1-3-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1264	NTY	JNB	50	10:55	11:45	00:50	-3---
CR2	SA1268	NTY	JNB	50	16:20	17:20	01:00	1-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1255	CPT	NTY	50	13:50	16:00	02:10	1-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1254	NTY	CPT	50	11:00	13:20	02:20	1-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1121	JNB	MBD	50	05:50	06:40	00:50	1-3-5--
CR2	SA1127	JNB	MBD	50	17:55	18:45	00:50	1-3-5--
Equip	Flt Nbr	Dep	Arr	Cap	STD	STA	Block	Dow
CR2	SA1122	MBD	JNB	50	07:05	07:55	00:50	1-3-5--
CR2	SA1128	MBD	JNB	50	19:30	20:20	00:50	1-3-5--

SERVICE LEVEL AGREEMENT - SA EXPRESS AIRLINES AND DEPARTMENT OF COMMUNITY  
SAFETY AND TRANSPORT MANAGEMENT

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# STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA)

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**KORENEKA EVENT MANAGERS**

**T/A KORENEKA TRADING AND PROJECTS**

Registration Number: 2007/051834/23

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : North West Province Airport Operations – Pilanesburg and Mahikeng  
is valid from : 01 May 2015 until 30 April 2020  
and replaces : Nil

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## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
  - 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
  - 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

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3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that -

5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;

5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;

5.1.3 It will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

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## 10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

## 11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

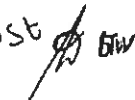
## 12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consist of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

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12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

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## 16 CARRIER'S REPRESENTATION

- 16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.
- 16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.
- 16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

## 17 STANDARD OF WORK

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and ~~load~~ receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

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## 18. **PERFORMANCE MEASUREMENT**

- 18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.
- 18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

## 19. **PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

<b><u>Delay (Minutes)</u></b>	<b><u>Applicable Penalties</u></b>
<b>11-20</b>	<b>20% of handling fee</b>
<b>21-30</b>	<b>30% of handling fee</b>
<b>31-40</b>	<b>40% of handling fee</b>
<b>41&gt;</b>	<b>100% of handling fee</b>

## 20. **REMUNERATION**

- 20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.
- 20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:
- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

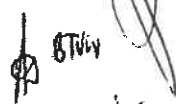
> **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

> **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

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22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

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**23 CHARGES**

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

**24 DURATION**

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

**25 TERMINATION**

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

**26 APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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**27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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**SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:  
2nd Floor, Block E Offices  
Airways Park, 1 Jones Road  
OR Tambo International Airport

Postal Address:  
P. O. Box 101  
O.R. Tambo International Airport  
1627

**[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Physical Address:  
No: 22 NWDC Building  
1<sup>st</sup> Street Industrial Site  
MAFIKENG  
North West Province

Postal Address:  
P. O. Box 2752  
MAFIKENG  
2745

**36 FORCE MAJEURE**

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

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36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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### 38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this **15<sup>TH</sup>** day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. 

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS**

**AIRWAYS SOC LIMITED**

Name: Inat Ntshanga

Designation: Chief Executive Officer

SIGNED at **MAFIKENG** on this **15th** day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Name: Babadi Tlatsana

Designation: Director

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- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier' flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.
- 2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.
- 2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.
- 2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:
- 2.1.6.1 The Carrier
- 2.1.6.2 The Handling Company

### 3. **SERVICE KEY PERFORMANCE INDICATORS**

- 3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:
- 3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are deboarded and offloaded from the said flight;
- 3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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- 3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.
- 3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. **COMMUNICATION**

- 4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.
- 4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. **FLIGHTS ARRIVAL**

- 5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:
- A. Wheelchair users; and
  - B. Mothers travelling with infants.

#### 7. **IRREGULAR OPERATIONS**

- 7.1 The Handling Company shall take full responsibility for handling the Carrier irregular operations, such as:
- 7.1.1 Flight diversions
  - 7.1.2 Delays and calling of passengers
  - 7.1.3 Denied boarding due to weight restriction
  - 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
  - 7.1.5 Issuance of Meal Vouchers;

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7.1.6 Hotel bookings;

7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

## 8. AUDIT ON TRAINING REQUIREMENTS

8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

## 9. OBSERVATION OF SAFETY

9.1 At all times the service delivery standards shall not compromise established international safety procedures.

## 10. PERFORMANCE MEASUREMENT

10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	<ul style="list-style-type: none"> <li>- Adhoc Services for 3<sup>rd</sup> party (NWPG) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul> </li> </ul>	R	100%

\* S = Standard Service R= On Request

**PAID**

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Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Friday, October 6, 2017 at 8:58



Companies and Intellectual  
Property Commission

a member of dti group

## Disclosure Certificate: Companies and Close Corporations

Registration Number: 2014 / 232544 / 07

Enterprise Name: BATSAMAI INVESTMENTS HOLDINGS

### ENTERPRISE INFORMATION

Registration Number: 2014 / 232544 / 07  
Enterprise Name: BATSAMAI INVESTMENTS HOLDINGS (PTY) LTD  
Registration Date: 11/11/2014  
Business Start Date: 11/11/2014  
Enterprise Type: Private Company  
Enterprise Status: In Business  
Compliance Status: Compliant  
Financial Year End: February  
TAX Number: 9222327224

#### Addresses

#### POSTAL ADDRESS

2511 TAMARIND CRESCENT  
CENTURION  
JOHANNESBURG  
GAUTENG  
0157

#### ADDRESS OF REGISTERED OFFICE

2511 TAMARIND CRESCENT  
CENTURION  
JOHANNESBURG  
GAUTENG  
0157

### ACTIVE MEMBERS / DIRECTORS

#### Surname and First Names

PHIRI, LEVY SIPHO

Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
Director	8310055502087	0.00	0.00	11/11/2014	Postal: 2511 TAMARIND CRESCENT, CENTURION, JOHANNESBURG, GAUTENG Residential: 2511 TAMARIND CRESCENT, CENTURION, JOHANNESBURG, GAUTENG

### AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	---------------------	---------------------	---------------

Profession Number:

### CHANGE SUMMARY

2014-11-11 : Registration of CC/CO on 11/11/2014.  
New Company Registration - Web Services : 9999 : Ref No. : 922508219  
2015-11-18 : SMS Notification that Annual Return is due was sent on 18/11/2015.  
E-Mail send to LEVY SIPHO PHIRI for 2015  
2015-11-18 : SMS Notification that Annual Return is due was sent on 18/11/2015.  
E-Mail send to LEVY SIPHO PHIRI for 2015

Page 1 of 2

Physical Address  
the dti Campus - Block F  
77 Meintjies Street  
Sunnyside 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: www.cipc.co.za  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9500



5/18

**Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Friday, October 6, 2017 at 8:58**



**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2014 / 232544 / 07

Enterprise Name: BATSAMAI INVESTMENTS HOLDINGS

Companies and Intellectual  
Property Commission

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2016-08-29 Annual Return completed on 29/08/2016.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 548461502

2016-11-04 Email Notification that Annual Return is due was sent on 04/11/2016.  
E-Mail sent to LEVY SIPHO PHIRI for 2016

2017-01-11 Annual Return completed on 11/01/2017.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 561159163



Page 2 of 2

Physical Address  
the dti Campus - Block F  
77 Meintjies Street  
Sunnyside 0001

Postal Address: Companies  
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Pretoria  
0001

Docex: 256  
Web: [www.cipc.co.za](http://www.cipc.co.za)  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9500



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F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flysaexpress.aero

Koreneka Trading and Projects  
22 NWDC Building,  
1st Street Industrial Site  
afikeng  
2745

May 2015

Dear Sirs/Madam

**Letter of Appointment: Service Provider for SA Express North West Operations Airport Management**

Thank you for participating in the aforementioned supplier development bidding process

This letter serves to confirm that your company Koreneka Event Managers (T/A Koreneka Trading and Projects) Registration Number: 2007/051834/23 has been appointed as the preferred bidder, following the SA Express supplier development bid evaluation process for management of airport operations with SA Express in the North West Province.

The appointment is subject to the successful conclusion of a supplier development contract service level agreement. SA Express would like to therefore invite your team for finalization of contractual negotiations.

We trust you will find the above in order and look forward to a working together.

Sincerely

*[Signature]*  
Nyiko Maswanganyi  
Procurement

**PAID**

Ssennula\*\* (Chairperson), Ntshahga\* (Chief Executive Officer), M R Shielley\* (Chief Financial Officer),  
Mmas, P E Mabanya, G N Mathema, K T Nondumo

B L Mathebula  
Upandan

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30



Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Monday, April 24, 2017 at 8:50

## Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011 / 095681 / 23

Enterprise Name: VALOTECH FACILITIES MANAGEMENT

Companies and Intellectual  
Property Commission  
a member of the dti group

### ENTERPRISE INFORMATION

Registration Number: 2011 / 095681 / 23  
Enterprise Name: VALOTECH FACILITIES MANAGEMENT  
Registration Date: 29/06/2011  
Business Start Date: 29/06/2011  
Enterprise Type: Close Corporation  
Enterprise Status: In Business  
Compliance Status: Compliant  
Financial Year End: February  
VAT Number: 9015407225

#### POSTAL ADDRESS

P O BOX 4587  
MMABATHO  
MMABATHO  
NORTH WEST  
2735

#### ADDRESS OF REGISTERED OFFICE

34 IMPALA STREET  
GOLF VIEW  
MAFIKENG  
NORTH WEST  
2745

### ACTIVE MEMBERS / DIRECTORS

Name and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
BE, NOTHANDO	Member	7803190318089	100.00	100.00	28/01/2018	Postal: PO BOX 4587, MMABATHO, MMABATHO, NORTH WEST, 2735  Residential: 34 IMPALA STREET, GOLF VIEW, MAFIKENG, NORTH WEST, 2745

### AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
SG INTEGRATED	ACC	Current		ACTIVE	

Profession Number: 955361

### CHANGE SUMMARY

011-06-29 1 Registration of CC/CO on 29/06/2011.  
02-06 1 Status changed to Unknown.  
Annual Return Non Compliance - In Process of Deregistration No Payment have been made.  
015-05-06 1 Status changed to Unknown.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 528167752

Physical Address  
dti Campus - Block F  
Meintjies Street  
Johannesburg 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: www.cipc.co.za  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9500



Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Monday, April 24, 2017 at 8:50



Companies and Intellectual  
Property Commission  
a member of the dti group

### Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011 / 095681 / 23

Enterprise Name: VALOTECH FACILITIES MANAGEMENT

15-06-10 1 Status changed to Unknown.  
No Valid SMS or Email Address for enterprise B2011095681

2015-07-28 1 Annual Return completed on 28/07/2015.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 528258147

16-01-25 1 Registered Address Change on 25/01/2016.  
34 IMPALA STREET GOLF VIEW MAFIKENG NORTH WEST 2745

16-01-26 1 Principle Business Change on 26/01/2016.  
62

2016-01-26 1 Name Change on 26/01/2016.  
VALOTECH 305

16-01-26 1 Member Change on 26/01/2016.  
Change Record  
Surname/Instit : = GOUWS  
First Names : = CHRISTIAN  
Status : = Resigned

16-01-26 1 Member Change on 26/01/2016.  
Add Record  
Surname/Instit : = MOGODIRI  
First Names : = KEFILWE PRECIOUS  
Status : = Active

2016-01-26 1 Member Change on 26/01/2016.  
Add Record  
Surname/Instit : = DUBE  
First Names : = NOTHANDO  
Status : = Active

2016-06-04 1 Status changed to Unknown.  
No Valid SMS or Email Address for enterprise B2011095681

16-07-18 1 Annual Return completed on 18/07/2016.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 540597080

16-08-10 1 Member Change on 10/08/2016.  
Member KEFILWE PRECIOUS MULAUDZI details was Changed

2016-08-10 1 Member Change on 10/08/2016.  
Member NOTHANDO DUBE details was Changed

Physical Address  
dti Campus - Block F  
Meintjies Street  
Johannesburg 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: www.cipc.co.za  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9500



a D<sup>4</sup>

CM26LIQ

Companies and Intellectual  
Property Commission

a member of the dti group

Date: 23/11/2017

Our Reference: 111590744

The Master of the Supreme Court

Copy to:

JEANETTA ISEBELLA PENNEKAN  
P O BOX 30252  
SUNNYSIDE  
PRETORIA  
0132

We have received a form CM26 Special Resolution for Voluntary Liquidation in terms of section 352(2) of the Companies Act 61 of 1973, dated 14/08/2017 for:

Company Name: VALOTECH FACILITIES MANAGEMENT

Company Number: 2011/095681/23

Company Status: Voluntary Liquidation

The CM26 Special Resolution for Voluntary Liquidation in terms of section 352(2) of the Companies Act 61 of 1973, was duly registered on 28/08/2017.

Enclosed is a copy of the relevant resolution.

The Company's status was changed to Voluntary Liquidation on 28/08/2017.

Yours Faithfully

Commissioner: CIPC

PAT

## Please Note:

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).

The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

P O BOX 429, PRETORIA, 0001. Republic of South Africa. Docex 256. PRETORIA.

Call Centre Tel 086 100 2472. Website [www.cipc.co.za](http://www.cipc.co.za)


CM26LIQ

**Certificate issued by the Registrar of Companies & Close Corporations on Thursday, November 23, 2017 08:49**  
**Certificate of Confirmation**



**Companies and Intellectual  
Property Commission**

a member of the dti group

<b>Registration number</b>	<b>2011 / 095681 / 23</b>
<b>Enterprise Name</b>	<b>VALOTECH FACILITIES MANAGEMENT</b>
<b>Enterprise Shortened Name</b>	<b>None provided.</b>
<b>Enterprise Translated Name</b>	<b>None provided.</b>
<b>Registration Date</b>	<b>29/06/2011</b>
<b>Business Start Date</b>	<b>29/06/2011</b>
<b>Enterprise Type</b>	<b>Close Corporation</b>
<b>Enterprise Status</b>	<b>Voluntary Liquidation</b>
<b>Financial year end</b>	<b>February</b>
<b>Main Business/Main Object</b>	<b>FACILITIES MANAGEMENT OPERATIONS GROUND HANDLING AND GENERAL FACILITIES.</b>
<b>Postal address</b>	<b>P O BOX 4587 MMABATHO MMABATHO NORTH WEST 2735</b>
<b>Address of registered office</b>	<b>34 IMPALA STREET GOLF VIEW MAFIKENG NORTH WEST</b>



The Companies and Intellectual Property Commission  
of South Africa

P O BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256. PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)

*bst*





CM26LIQ

Companies and Intellectual  
Property Commission

a member of the dti group

2745

Certificate issued by the Registrar of Companies & Close  
Corporations on Thursday, November 23, 2017 08:49  
Certificate of Confirmation

Registration number

2011 / 095681 / 23

Enterprise Name

VALOTECH FACILITIES MANAGEMENT

Auditors

Name

LSG INTEGRATED

Postal Address

P.O BOX 457

RIVONIA

2128

## Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint- ment date	Addresses
DUBE, NOTHANDO	7803190318089	Member	26/01/2016	Postal: PO BOX 4587, MMABATHO, MMABATHO, NORTH WEST, 2735 Residential: 34 IMPALA STREET, GOLF VIEW, MAFIKENG, NORTH WEST, 2745



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za

bst

PENNJJ

REPUBLIEK VAN SUID-AFRIKA  
REPUBLIC OF SOUTH AFRICA

VORM / FORM CM 25A

MAATSKAPPYWET, 1973 / COMPANIES ACT, 1973

**Toestemming om Spesiale Besluit op Vergadering waarvan kennis  
nie gegee is nie voor te stel en aan te neem****Consent to propose and pass Special Resolution at Meeting  
of which notice has not been given**

(Artikel 199(3A) / Section 199 (3A))

Registrasiekantoor vir Maatskappye  
Postbus 429, Pretoria, 0001  
Companies Registration Office  
P.O. Box 429, Pretoria, 0001Registrasienommer van Maatskappy  
Registration number of Company

2011/095681/23

Naam van Maatskappy  
Name of company VALOTECH FACILITIES MANAGEMENT CC

Oms, die ondergetekendes, synde al die lede van bo genoemde maatskappy, stem toe en kom ooreen dat daar op die algemene vergadering van die  
We, the undersigned, being all the members of the above-mentioned company, consent and agree that at the general meeting of the  
maatskappy wat op  
company to be held on 14/08/2017

gehou word en waarvan kennis nie gegee is nie, 'n besluit met betrekking tot  
and of which notice has not been given, a resolution relating to THAT THE COMPANY BE WOUND UP WITHIN THE MEANING OF SECTION 349  
READ WITH SECTION 151 OF THE COMPANIES ACT NO. 61 OF 1973 AS AMENDED  
THAT SUCH WINDUP BE A DISCRETE VOLUNTARY WINDUP  
THAT NOTHING DONE BE AUTHORIZED TO GIVE ALL THE NECESSARY DOCUMENTATION TO GIVE EFFECT TO THESE RESOLUTIONS.

as 'n spesiale besluit voorgestel en aangeneem mag word.  
may be proposed and passed as a special resolution.

Datum / Date <u>14/08/2017</u>	Handtekening / Signature <u>[Signature]</u>
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____
Datum / Date _____	Handtekening / Signature _____

Ek sertifiseer dat die lede van die maatskappy wie se handtekeninge hierbo aangebring is al die lede van die maatskappy is.  
I certify that the members of the company whose signatures are affixed above are all the members of the company.

Datum / Date <u>14/08/2017</u>	Handtekening / Signature <u>[Signature]</u>
	<b>DIREKTEUR/SEKRETARIS</b> <b>DIRECTOR/SECRETARY</b>

Moet by spesiale besluit wat vir registrasie ingedien word, aangeheg word.  
To be attached to special resolution lodged for registration.

bst

PENNJJ

Client Ref: REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973

Form CM 26

**Special resolution**  
(Section 200)  
(To be lodged in duplicate)

R80

Registration No. Of Company

2011/095681/23

Name of company VALOTCH FACILITIES MANAGEMENT CCDate notice given to members 14/08/2017Date resolution passed 14/08/2017Special resolution passed in terms of section 348 & 351 of the Act/\*paragraph \_\_\_\_\_ of the memorandum/\*article \_\_\_\_\_ of the articles.

Copy of notice convening meeting attached.

Consent to waive period of notice of meeting (CM 25) attached/\*not attached.

**CONTENTS OF RESOLUTION**  
(Use reverse side if necessary)**RESOLVED:** THAT THE COMPANY BE WOUND UP WITHIN THE MEANING OF SECTION 348 READ WITH SECTION 351 OF THE COMPANIES ACT NO. 61 OF 1973 AS AMENDED.

THAT SUCH WINDING UP BE A CREDITORS VOLUNTARY WINDING-UP.

THAT NOTHANDO DUBE BE AUTHORISED TO SIGN ALL THE NECESSARY DOCUMENTATION TO GIVE EFFECT TO THESE RESOLUTIONS.

Rubber stamp of company, if any, or of secretaries.

Date 14/08/2017

Signature

Notando

Director/Secretary/Manager

Name (in block capitals) NOTHANDO DUBE

\* Delete whichever not applicable.

To be completed by company

Herewith copy of special resolution as registered.

Registration No. of Company

2011/095681/23

Name of Company: TO BE COLLECTED

Postal address:

Special resolution  
registered this day

Registrar of Companies

Date stamp of Companies  
Registration Office

bst

**NOTICE OF MEETING BY ALL MEMBERS OF:****VALOTECH FACILITIES MANAGEMENT CC****REGISTRATION NUMBER: 2011/095681/23**Date: 14/08/2017

To:


Member/s:

1. NOTHANDO DUBE

780319 0318 08 9

Take notice that a meeting of members will be held on 14/08/2017At the offices of VALOTECH FACILITIES MANAGEMENT CC at 11:00 (time).

Further take notice that at the meeting a resolution will be proposed regarding the liquidation of the Close Corporation VALOTECH FACILITIES MANAGEMENT CC in terms of Section 67 of the Companies Act (Act 69 of 1984).

X Notbe  
MemberCertified as a True copy  
of the  
original Document
  
 PIERRE RETIEF  
 EX OFFICIO COMMISSIONER OF OATHS  
 Attorney at Law  
 34 Riley Road  
 Bedfordview





**MINUTES OF A MEETING BY ALL MEMBERS OF:****VALOTECH FACILITIES MANAGEMENT CC****REGISTRATION NUMBER: 2011/095681/23**Held at PRETORIA On this 14<sup>TH</sup> day of August 2017**Present:****NOTHANDO DUBE****Capacity:****MEMBER****Purpose of meeting:**

To consider a special resolution to liquidate the Close Corporation for the reasons listed below.

**Reason for Proposal:**

- 1) The Close Corporation was in business and due to the decline in economic circumstances are not able to pay its debts;
- 2) According to legal opinion, the Close Corporation is insolvent.
- 3) There is no hope of trading out of this situation.

**After considering the proposal, it is resolved that:**

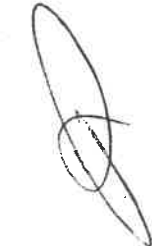
- 1) The Close Corporation be voluntary liquidated for the reasons listed above in terms of Section 67 of Act 69 of 1984.
- 2) That NOTHANDO DUBE be authorized and empowered to sign all documents relating to the aforementioned resolution and all documents relating to the liquidation of the Close Corporation.

SIGNED ON THIS 14<sup>TH</sup> DAY OF August 2017 AT PRETORIA

Notbe  
Member

Certified as a True copy  
of the  
original Document

1  
PIERRE RETIEF  
EX OFFICIO COMMISSIONER OF OATHS  
Attorney at Law  
34 Riley Road  
Bathurst



bst

Annexure CM100

## THE COMPANIES ACT, 1973

## ANNEXURE CM100

Master's Reference No. \_\_\_\_\_

**STATEMENT OF AFFAIRS**

(Section three hundred and sixty-three of the Act.)

Name of company : VALOTECH FACILITIES MANAGEMENT CC

Date of winding-up order \_\_\_\_\_

Name and address of liquidator \_\_\_\_\_

Statement of affairs on the 16<sup>TH</sup> day of August 2017 the date of the winding-up order.  
bst

(2)

**STATEMENT OF AFFAIRS**

(Section three hundred and sixty-three of the Act)

LIABILITIES	L-As regards	
	R	c
Debits and liabilities		
(i) Unsecured creditors and claimants as per List "A"	± 38,336	—
(ii) Secured and preferent creditors as per List "B"	UNKNOWN	—
Estimated surplus (if any) after meeting liabilities of company, subject to costs of liquidation		
	± R 38,336	—

The nominal amount of unpaid capital liable to be called up is R

	II.-As regards			
	R	c	R	c
Capital issued and allotted:-				
Founders' shares of R_____ per share				
Ordinary shares of R_____ per share				
Preference shares of R_____ per share				
Particulars of any other capital				
Less unpaid calls estimated to be irrecoverable	R			
Add deficiency to meet liabilities as above				
			± R 38,336	—

I, NOTHANDO DUBE of VALOTECH FACILITIES MANAGEMENT CC being a director, and I, \_\_\_\_\_ being the secretary of the abovenamed company make oath/truly affirm and say that the above statement and the several lists herewith annexed, marked \_\_\_\_\_, are to the best of our knowledge and belief a complete and true statement of the affairs of the said company on the 14<sup>TH</sup> day of AUGUST 2017, the date of the winding-up order.

X Notbe  
DIRECTOR

\_\_\_\_\_  
SECRETARY

b5t

# STATEMENT OF AFFAIRS

(Section three hundred and sixty-three of the Act)

(3)

CM100

## Creditors

ASSETS		R	c
(a) Property as per List "C"			
(b) Book debts as per List "D":-			
Recoverable	R	—	—
Doubtful	R	—	—
Irrecoverable	R	—	—
Estimated to realize			
(c) Bills of exchange or other similar securities as per List "E":-			
Estimated to realize			
(d) Unpaid share capital as per List "F":-			
Estimated to realize			
Estimated deficiency of assets to meet liabilities and costs of liquidation			
		± 38,336	—

## Contributors

Estimated surplus as above (if any), subject to costs of liquidation	R	c
TOTAL DEFICIENCY*		
	R	

The deponents have acknowledged that they know and understand the contents of this affidavit/ declaration.

Signed and sworn to/declared before me at PRETORIA this 16<sup>TH</sup> day of AUGUST 2017.

Exempt from Stamp Duty

\*If the Master so directs, this deficiency is to be explained by Statement "G" or in such other manner as the Master may require.

Signature

bst



The names must be numbered consecutively, creditors for R20 and upwards being placed first.

NOTES

1. If any creditor of the company is also a debtor thereof, but for an amount less than the amount of his claim against the company, the gross amount due to the creditor and the amount of his counter-claim must be shown in the third column, and the balance only be inserted under the heading "Amount of Debt", as follows:-

Rc

Gross amount due to creditor  
Less counter-claim

Such ser-off must not be included in list "D".

2. Particulars of any bills of exchange and promissory notes in possession of a creditor must be inserted under the heading "Remarks".
3. The names of any creditors who are also contributors of alleged contributories of the company, must be shown separately and described as such at the end of the list.

[illegible]

bst

## LIST B

**LIST OF SECURED AND PREFERENT CREDITORS**

The names must be arranged in alphabetical order and numbered consecutively.

[illegible]

55t

(7)  
CM100LIST "C"  
PROPERTY

Full particulars of every description of property not included in any other list are to be set forth herein.

Full Statement and Nature of Property	Estimated to Realize	
	R	c
(a) Cash at bank (as per bank certificate attached)		
(b) Cash in hand		
(c) Stock-in-trade at _____ (as per valuation attached*)		
(d) Machinery at _____ (as per valuation attached*)		
(e) Trade fixtures, fittings, office furniture, utensils, etc.		
(f) Investments in stocks or shares		
(g) Loans for which mortgage or other security held		
(h) Other property (excluding book debts, bills of exchange or unpaid calls)		

\*The valuation must be made by a person approved by the Master  
of State particulars

bst











(14)

## Statement "G"

**DEFICIENCY**(N.B. This account is prepared  
(i) Deficiency Account where the winding-up order has been

R c

I. Gross profit (if any) arising from carrying on business from date of formation of company to date of winding-up order (as per trading account annexed)

II. Receipts (if any) during the said period from under mentioned sources:-

Interest on loans

Interest on deposits

Transfer fees

Amount paid on shares issued and subsequently forfeited (as per list annexed)

III. Other receipts (if any) during the said period not included under any of the above headings:-

IV. Deficiency as per statement of affairs (Part II)

Total amount to be accounted for

R

bst



**ACCOUNT**

only at the request of the Master).

made within three years of formation of the company.

1. Expenditure in carrying on business from date of formation of company to date of winding-up order.

I. Expenditure in carrying on business from date of formation of company to date of winding-up order.		R		c	
		Amount discharged		Amount due at Date of Winding-up order	
		R	c	R	c
<b>GENERAL EXPENDITURE</b>					
Salaries	.. .. .				
Wages not charges in trading account	.. .. .				
Rent	.. .. .				
Rates and taxes	.. .. .				
Legal expenses	.. .. .				
Commission	.. .. .				
Interest on Loans	.. .. .				
Interest on debentures	.. .. .				
Miscellaneous expenditure (as per list annexed)	.. .. .				
II. Directors' fees from date of formation of company to date of winding-up order					
III. Dividends declared during the said period					
<b>IV. Losses and depreciation written off in the company's books:-*</b>					
Irrecoverable debts	.. .. .				
Losses on investments	.. .. .				
Depreciation on property	.. .. .				
Preliminary expenses	.. .. .				
<b>V. Losses and depreciation not written off in the company's books, now written off by the directors:-*</b>					
Irrecoverable debts	.. .. .				
Losses in investments	.. .. .				
Depreciation on property	.. .. .				
Preliminary expenses	.. .. .				
<b>VI. Other losses and expenses:-</b>					
Total amount to be accounted for	.. .. .				

\* Lengthy particulars must be entered in a separate schedule  
 † These figures must agree.

bst

(16)

Statement "G"

**DEFICIENCY***(N.B. This account is prepared**(2) Deficiency Account where the winding-up order has been made*

	R	c
I. Excess (if any) of assets over capital and liabilities on the *..... day of ....., 19..... as per the company's balance sheet (this and any previous balance sheets to be annexed)		
II. Gross profit (if any) arising from carrying on business from the *..... day of ....., 19..... to date of winding-up order (as per trading account annexed)		
III. Receipts (if any) during the said period from undermentioned sources:-		
Interest on loans		
Interest on deposits		
Transfer fees		
Amount paid on shares issued and subsequently forfeited (as per list annexed)		
III. Other receipts (if any) during the said period not included under any of the above headings:-		
IV. Deficiency as per statement of affairs (Part II)		
Total amount to be accounted for	f R	

  
 bsc

(17)

## Statement "G"

**ACCOUNT (continued)**  
*only at the request of the Master.*  
 more than three years after the formation of the company.

I. Excess (if any) of capital and liabilities over assets on the \*..... day of .....  
 19..... as per the company's balance sheet (this and any previous balance sheets to be annexed)

II. Expenses of carrying on business from the \*..... day of ..... 19..... to date of winding-up order:-

## GENERAL EXPENDITURE

Salaries .....

Wages not charges in trading account .....

Rent .....

Rates and taxes .....

Legal expenses .....

Commission .....

Interest on Loans .....

Interest on debentures .....

Miscellaneous expenditure (as per list annexed) .....

II. Directors' fees from date of formation of company to date of winding-up order .....

III. Dividends declared during the said period .....

Amount discharged		Amount due at Date of Winding-up order	
R	c	R	c

IV. Losses and depreciation written off in the company's books:-\*

Irrecoverable debts .....

Losses on investments .....

Depreciation on property .....

Preliminary expenses .....

V. Losses and depreciation not written off in the company's books, now written off by the directors:-\*

Irrecoverable debts .....

Losses on investments .....

Depreciation on property .....

Preliminary expenses .....

VI. Other losses and expenses:-

Total amount to be accounted for .....

\* Lengthy particulars must be entered in a separate schedule  
 These figures must agree.

bst

CM26LIQ

Companies and Intellectual  
Property Commission

a member of the dti group

Date: 23/11/2017

Our Reference: 111590744

The Master of the Supreme Court

Copy to:

JEANETTA ISEBELLA PENNEKAN  
P O BOX 30252  
SUNNYSIDE  
PRETORIA  
0132

We have received a form CM26 Special Resolution for Voluntary Liquidation in terms of section 352(2) of the Companies Act 61 of 1973, dated 14/08/2017 for:

Company Name: VALOTECH FACILITIES MANAGEMENT  
Company Number: 2011/095681/23  
Company Status: Voluntary Liquidation

The CM26 Special Resolution for Voluntary Liquidation in terms of section 352(2) of the Companies Act 61 of 1973, was duly registered on 28/08/2017.  
Enclosed is a copy of the relevant resolution.

The Company's status was changed to Voluntary Liquidation on 28/08/2017.

Yours Faithfully

Commissioner: CIPC

PAT

## Please Note:

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

P O BOX 429, PRETORIA, 0001 Republic of South Africa. Docex 256, PRETORIA.  
Call Centre Tel 086 100 2472. Website [www.cipc.co.za](http://www.cipc.co.za)





CM26LIQ



Companies and Intellectual  
Property Commission

a member of the dti group

**Certificate issued by the Registrar of Companies & Close  
Corporations on Thursday, November 23, 2017 08:49  
Certificate of Confirmation**

**Registration number** 2011 / 095681 / 23

**Enterprise Name** VALOTECH FACILITIES MANAGEMENT

**Enterprise Shortened Name** None provided.

**Enterprise Translated Name** None provided.

**Registration Date** 29/06/2011

**Business Start Date** 29/06/2011

**Enterprise Type** Close Corporation

**Enterprise Status** Voluntary Liquidation

**Financial year end** February

**Main Business/Main Object** FACILITIES MANAGEMENT OPERATIONS GROUND HANDLING AND GENERAL FACILITIES.

**Postal address**  
P O BOX 4587  
MMABATHO  
MMABATHO  
NORTH WEST  
2735

**Address of registered office**  
34 IMPALA STREET  
GOLF VIEW  
MAFIKENG  
NORTH WEST



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256. PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)

bst

2745

CM26LIQ

Companies and Intellectual  
Property Commission

a member of the dti group

Certificate issued by the Registrar of Companies & Close  
Corporations on Thursday, November 23, 2017 08:49  
Certificate of Confirmation

Registration number

2011 / 095681 / 23

Enterprise Name

VALOTECH FACILITIES MANAGEMENT

Auditors

Name

LSG INTEGRATED

Postal Address

P.O BOX 457

RIVONIA

2128

## Active Directors / Officers

Surname and first names

ID number or  
date of birth

Director type

Appoint-  
ment date

Addresses

DUBE, NOTHANDO

7803190318089 Member

26/01/2016

Postal: PO BOX 4587,  
MMABATHO, MMABATHO,  
NORTH WEST, 2735  
Residential: 34 IMPALA  
STREET, GOLF VIEW,  
MAFIKENG, NORTH WEST,  
2745



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)

bst

PENNJJ

REPUBLIEK VAN SUID-AFRIKA  
REPUBLIC OF SOUTH AFRICA

VORM / FORM CM 25A

MAATSKAPPYWET, 1973 / COMPANIES ACT, 1973

Toestemming om Spesiale Besluit op Vergadering waarvan kennis  
nie gegee is nie voor te stel en aan te neemConsent to propose and pass Special Resolution at Meeting  
of which notice has not been given

(Artikel 199(3A) / Section 199 (3A))

Registrasiekantoor vir Maatskappye  
Postbus 429, Pretoria, 0001  
Companies Registration Office  
P.O. Box 429, Pretoria, 0001Registrasienumer van Maatskappy  
Registration number of Company

2011/095681/23

Naam van Maatskappy  
Name of company VALOTECH FACILITIES MANAGEMENT CCOns, die ondergetekendes, synde al die lede van bovernoemde maatskappy, stem toe en kom ooreen dat daar op die algemene vergadering van die  
We, the undersigned, being all the members of the above-mentioned company, consent and agree that at the general meeting of themaatskappy wat op  
company to be held on 14/08/2017gehou word en waarvan kennis nie gegee is nie, 'n besluit met betrekking tot  
and of which notice has not been given, a resolution relating to THAT THE COMPANY BE WOUND UP WITHIN THE MEANING OF SECTION 349  
READ WITH SECTION 361 OF THE COMPANIES ACT NO. 61 OF 1973 AS AMENDED  
THAT SUCH WINDUP BE A CREDITORS VOLUNTARY WINDUP  
THAT NOTHING DONE BE AUTHORIZED TO BRING ALL THE NECESSARY DOCUMENTATION TO ONE EFFECT TO THESE RESOLUTIONS.as 'n spesiale besluit voorgestel en aangeneem mag word.  
may be proposed and passed as a special resolution.

Datum / Date	14/08/2017	Handtekening / Signature	<i>[Signature]</i>
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	
Datum / Date		Handtekening / Signature	

Ek sertifiseer dat die lede van die maatskappy wie se handtekeninge hierbo aangebly is al die lede van die maatskappy is.  
I certify that the members of the company whose signatures are affixed above are all the members of the company.

Datum / Date	14/08/2017	Handtekening / Signature	<i>[Signature]</i>
			DIREKTEUR/SEKRETARIS DIRECTOR/SECRETARY

Moenie by spesiale besluit wat vir registrasie ingedien word, aangeheg word.  
To be attached to special resolution lodged for registration.

bst



PENNJJ

Client Ref: \_\_\_\_\_

REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973

Form CM 26

**Special resolution**(Section 200)  
(To be lodged in duplicate)

R60

Registration No. Of Company

2011/095681/23

Name of company VALOTECH FACILITIES MANAGEMENT CCDate notice given to members 14/08/2017Date resolution passed 14/08/2017Special resolution passed in terms of section 340 & 351 of the Act/\*paragraph \_\_\_\_\_ of the memorandum/\*article \_\_\_\_\_ of the articles.Copy of notice convening meeting attached.  
Consent to waive period of notice of meeting (CM 25) attached/\*not attached.**CONTENTS OF RESOLUTION**  
(Use reverse side if necessary)

RESOLVED: THAT THE COMPANY BE WOUND UP WITHIN THE MEANING OF SECTION 340 READ WITH SECTION 351 OF THE COMPANIES ACT NO. 81 OF 1973 AS AMENDED.  
THAT SUCH WINDING UP BE A CREDITORS VOLUNTARY WINDING-UP.  
THAT NOTHANDO DUBE BE AUTHORISED TO SIGN ALL THE NECESSARY DOCUMENTATION TO GIVE EFFECT TO THESE RESOLUTIONS.

Rubber stamp of company, if any, or of secretaries.

Date 14/08/2017

Signature

Dodise

Director/Secretary/Manager

Name (in block capitals) NOTHANDO DUBE

\* Delete whichever not applicable.

Herewith copy of special resolution as registered.

To be completed by company

Registration No. of Company

2011/095681/23

Name of Company: TO BE COLLECTED

Postal address:

Special resolution  
registered this day

Registrar of Companies

Date stamp of Companies  
Registration Office

bst



**NOTICE OF MEETING BY ALL MEMBERS OF:****VALOTECH FACILITIES MANAGEMENT CC****REGISTRATION NUMBER: 2011/095681/23**Date: 14/08/2017

To:


Member/s:

1. NOTHANDO DUBE

780319 0318 08 9

Take notice that a meeting of members will be held on 14/08/2017At the offices of VALOTECH FACILITIES MANAGEMENT CC at 11:00 (time).

Further take notice that at the meeting a resolution will be proposed regarding the liquidation of the Close Corporation VALOTECH FACILITIES MANAGEMENT CC in terms of Section 67 of the Companies Act (Act 69 of 1984).

X Notbe  
MemberCertified as a True copy  
of the  
original Document  
PIERRE KIETIEF  
EX OFFICIO COMMISSIONER OF OATHS  
Attorney at Law  
34 Riley Road  
Bedfordview  
bst

**MINUTES OF A MEETING BY ALL MEMBERS OF:****VALOTECH FACILITIES MANAGEMENT CC****REGISTRATION NUMBER: 2011/095681/23**Held at PRETORIA On this 14<sup>TH</sup> day of August 2017**Present:****NOTHANDO DUBE****Capacity:****MEMBER****Purpose of meeting:**

To consider a special resolution to liquidate the Close Corporation for the reasons listed below.

**Reason for Proposal:**

- 1) The Close Corporation was in business and due to the decline in economic circumstances are not able to pay its debts;
- 2) According to legal opinion, the Close Corporation is insolvent.
- 3) There is no hope of trading out of this situation.

**After considering the proposal, it is resolved that:**

- 1) The Close Corporation be voluntary liquidated for the reasons listed above in terms of Section 67 of Act 69 of 1984.
- 2) That NOTHANDO DUBE be authorized and empowered to sign all documents relating to the aforementioned resolution and all documents relating to the liquidation of the Close Corporation.

SIGNED ON THIS 14<sup>TH</sup> DAY OF August 2017 AT PRETORIA

x Notbe  
Member

Certified as a True copy  
of the  
original Document

1  
PIERRE RETIEF  
EX OFFICIO COMMISSIONER OF OATHS  
Attorney at Law  
34 Riley Road  
Boksburg

*[Signature]*  
bst

Annexure CM100

## THE COMPANIES ACT, 1973

ANNEXURE CM100

Master's Reference No. \_\_\_\_\_

**STATEMENT OF AFFAIRS**

(Section three hundred and sixty-three of the Act.)

Name of company : VALOTECH FACILITIES MANAGEMENT CC

Date of winding-up order \_\_\_\_\_

Name and address of liquidator \_\_\_\_\_

Statement of affairs on the 16<sup>TH</sup> day of August 2017 the date of the winding-up order.

lost

(2)

# STATEMENT OF AFFAIRS

(Section three hundred and sixty-three of the Act)

LIABILITIES		L.-As regards	
		R	c
Debts and liabilities			
(i) Unsecured creditors and claimants as per List "A"	±	38,336	—
(ii) Secured and preferent creditors as per List "B"		UNKNOWN	
Estimated surplus (if any) after meeting liabilities of company, subject to costs of liquidation			
	± R	38,336	—

The nominal amount of unpaid capital liable to be called up is R

II.-As regards			
	R	c	
Capital issued and allotted:-			
Founders' shares of R _____ per share			
Ordinary shares of R _____ per share			
Preference shares of R _____ per share			
Particulars of any other capital			
Less unpaid calls estimated to be irrecoverable	R		
Add deficiency to meet liabilities as above			
	± R	38,336	—

I, NOTHANDO DUBE of VALOTECH FACILITIES MANAGEMENT CC being a director, and I, \_\_\_\_\_ being the secretary of the abovesaid company make oath/truly affirm and say that the above statement and the several lists hereto annexed, marked \_\_\_\_\_, are to the best of our knowledge and belief a complete and true statement of the affairs of the said company on the 14<sup>TH</sup> day of August 2017, the date of the winding-up order.

X Notbe  
DIRECTOR

\_\_\_\_\_  
SECRETARY

lost



# STATEMENT OF AFFAIRS

(Section three hundred and sixty-three of the Act)

(3)

CM1100

## Creditors

ASSETS		R	c
(a) Property as per List "C"			
(b) Book debts as per List "D":-			
Recoverable	R	—	—
Doubtful	R	—	—
Irrecoverable	R	—	—
Estimated to realize			
(c) Bills of exchange or other similar securities as per List "E":-			
Estimated to realize			
(d) Unpaid share capital as per List "F":-			
Estimated to realize			
Estimated deficiency of assets to meet liabilities and costs of liquidation			
		±	—
		38,336	—

## Contributories

Estimated surplus as above (if any), subject to costs of liquidation	R	c
TOTAL DEFICIENCY*		
	R	

The deponents have acknowledged that they know and understand the contents of this affidavit/ declaration.

Signed and sworn to/declared before me at PRETORIA this 16<sup>TH</sup> day of AUGUST 2017.

Exempt from Stamp Duty

\*If the Master so directs, this deficiency is to be explained by Statement "G" or in such other manner as the Master may require.

Signature

bsl

**UNSECURED CREDITORS**

NOTES

- NOTES**
1. If any creditor of the company is also a debtor thereof, but for an amount less than the amount of his claim against the company, the gross amount due to the creditor and the amount of his counter-claim must be shown in the third column, and the balance only be inserted under the heading "Amount of Debt", as follows:-
- R.C.

**Gross amount due to creditor**

### Less counter-claim

Such set-off must not be included in list "D".

2. Particulars of any bills of exchange and promissory notes in possession of a creditor must be inserted under the heading "Remittances".
3. The names of any creditors who are also contributors of alleged contributions of this company, must be shown separately and described as such at the end of the list.

[illegible]

bst



**•B. 1571**

**LIST OF SECURED AND PREFERENT CREDITORS**

The names must be arranged in alphabetical order and numbered consecutively.

[illegible]

bst

(7)  
CM100

## LIST "C"

## PROPERTY

Full particulars of every description of property not included in any other list are to be set forth herein.

Full Statement and Nature of Property	Estimated to Realize	
	R	c
(a) Cash at bank (as per bank certificate attached)		
(b) Cash in hand		
(c) Stock-in-trade at _____ (as per valuation attached*)		
(d) Machinery at _____ (as per valuation attached*)		
(e) Trade fixtures, fittings, office furniture, utensils, etc.		
(f) Investments in stocks or shares		
(g) Loans for which mortgage or other security held		
(h) Other property (excluding book debts, bills of exchange or unpaid calls)		

\*The valuation must be made by a person approved by the Master  
 f State particulars

  
 bst















(14)

## Statement "G"

**DEFICIENCY**(N.B. This account is prepared  
(1) Deficiency Account where the winding-up order has been

R

c

I. Gross profit (if any) arising from carrying on business from date of formation of company to date of winding-up order (as per trading account annexed)

II. Receipts (if any) during the said period from under mentioned sources:-

Interest on loans

Interest on deposits

Transfer fees

Amount paid on shares issued and subsequently forfeited (as per list annexed)

III. Other receipts (if any) during the said period not included under any of the above headings:-

IV. Deficiency as per statement of affairs (Part II)

Total amount to be accounted for

R

bst

(15)

## Statement "G"

**ACCOUNT***only at the request of the Master).**made within three years of formation of the company.*

I. Expenditure in carrying on business from date of formation of company to date of winding-up order.-

R c

**GENERAL EXPENDITURE**

Salaries .. .. .  
 Wages not charges in trading account .. .. .  
 Rent .. .. .  
 Rates and taxes .. .. .  
 Legal expenses .. .. .  
 Commission .. .. .  
 Interest on Loans .. .. .  
 Interest on debentures .. .. .  
 Miscellaneous expenditure (as per list annexed) .. .. .

Amount  
discharged

Amount  
due at  
Date of  
Winding-up  
order

R c R c

II. Directors' fees from date of formation of company  
to date of winding-up order .. .. .

III. Dividends declared during the said period .. .. .

IV. Losses and depreciation written off in the company's books:-\*

Irrecoverable debts .. .. .  
 Losses on investments .. .. .  
 Depreciation on property .. .. .  
 Preliminary expenses .. .. .

V. Losses and depreciation not written off in the company's books, now written off  
by the directors:-\*

Irrecoverable debts .. .. .  
 Losses in investments .. .. .  
 Depreciation on property .. .. .  
 Preliminary expenses .. .. .

VI. Other losses and expenses:-

Total amount to be accounted for .. .. .

R

\* Lengthy particulars must be entered in a separate schedule  
 f These figures must agree.

bst

(16)

Statement "G"

**DEFICIENCY***(N.B. This account is prepared**(2) Deficiency Account where the winding-up order has been made*

	R	c
I. Excess (if any) of assets over capital and liabilities on the *..... day of ....., 19..... as per the company's balance sheet (this and any previous balance sheets to be annexed)		
II. Gross profit (if any) arising from carrying on business from the *..... day of ....., 19..... to date of winding-up order (as per trading account annexed)		
III. Receipts (if any) during the said period from undermentioned sources:-		
Interest on loans		
Interest on deposits		
Transfer fees		
Amount paid on shares issued and subsequently forfeited (as per list annexed)		
III. Other receipts (if any) during the said period not included under any of the above headings:-		
IV. Deficiency as per statement of affairs (Part II)		
Total amount to be accounted for	( R	

bst

(17)

**Statement "G"**

**ACCOUNT (continued)**

*only at the request of the Master).*

more than three years after the formation of the company.

1. Excess (if any) of capital and liabilities over assets on the \* ..... day of ..... 19..... as per the company's balance sheet (this and any previous balance sheets to be annexed)

11. Expenses of carrying on business from the \* day of 19 to date of winding-up order:-

## GENERAL EXPENDITURE

	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2
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**II. Directors' fees from date of formation of company to date of winding-up order**

### III. Dividends declared during the said period:

**IV. Losses and depreciation written off in the company's books:-\***

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1
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V. Losses and depreciation not written off in the company's books, now written off by the directors: \*

- Irrecoverable debts
- Losses in investments
- Depreciation on property
- Preliminary expenses

**VI. Other losses and expenses:-**

**Total amount to be accounted for**

Lengthy particulars must be entered in a separate schedule

**These figures must agree.**

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<b>INVESTIGATION REPORT</b>		

## FINAL INVESTIGATION REPORT

Ref: 001/06/2016

**SECURITY INCIDENT: Gross Misconduct**

**DATE: 24 June 2016**

**AREA: North West Province**

**Alleged Offender: Mr. Brian Van Wyk**

**Mafikeng & Pilanesburg Airports**

**Prepared by:**

**Name: Timothy Ngwenya**

**Job Title: Security Specialist**

**Date: 06 October 2016**

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Chief Executive Officer

South African Express

2<sup>nd</sup> Floor, E block offices

Airways Park

Attention: Mr. I Ntshanga

Dear Sir,

### Report on the alleged Gross Misconduct

#### 1. Executive Summary:

On Friday 24 June 2016 at approximately 15h05, a telephonic complaint was received from a Ms. Babadi Tlatsana who claimed to be the owner of a company called Koreneka Trading and Projects. Ms. Tlatsana alleged that her company was doing the ground handling work for SA Express at Mafikeng and Pilanesburg airports and facility management for both airports.

Ms. Tlatsana stated that the reason for her to call South African Express was to report Mr. Brian Van Wyk (General Manager for Commercial Department at SA Express) because he (Brian Van Wyk) was interfering in the running of her company (Koreneka), further to that she alleged that Mr Brian Van Wyk was also trying to expel her from her own company (Koreneka Trading and Projects) so he can take control and ownership through his family member Ms. Joyce Phiri who was also a director of Koreneka.

#### 2. Methodology

- Interviews were conducted.
- Analysed documents and correspondence obtained from Koreneka Trading and Project and from SA Express.
- Analysed audio recordings obtained from Koreneka.
- Analysed copies of text messages between Mr. Brian Van Wyk and Ms. Babadi Tlatsana.

#### 3. Interview with Ms Babadi Tlatsana

On Saturday 25 June 2016 an interview between Mr. Timothy Ngwenya and Ms. Babadi Tlatsana took place at Mafikeng Mall in the North West Province. Ms. Tlatsana alleged that she submitted her company documents to

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Mr. Brian Van Wyk as a sole owner of her company (Koreneka Trading and Projects). She (Ms. Babadi Tlatsana) alleged that Mr. Brian Van Wyk advised her to include someone else as a director in her company for SA Express to be able to appoint Koreneka Trading and Projects. She (Ms. Babadi Tlatsana) alleged that she wanted to bring her sister on-board as a partner but Mr. Brian Van Wyk told her that would be viewed as nepotism and therefore the tender will not be awarded to her company. She further alleged that Mr. Brian Van Wyk then told her not to worry as he (Mr. Brian Van Wyk) was going to bring experienced people who will assist her to run the company better. She alleged that Mr. Brian Van Wyk then brought Mrs. Joyce Phiri and Mr. Victor Kuna Emmanuel Thabeng. Ms. Babadi Tlatsana further alleged that Mr. Brian Van Wyk persuaded her to add the two individuals in her company and therefore split the ownership into three (3) of which she did. She further alleged that Mr. Brian Van Wyk "boy" friend or partner Mr. Siphon Phiri (who is a son to Ms. Joyce Phiri) was also involved in the running of Koreneka. Ms. Babadi Tlatsana alleged that she disagreed with Mr. Brian Van Wyk on how the company (Koreneka) finances should be managed, however she alleged that what made matters worse was the fact that she dismissed Ms. Nothando Dube who was appointed as Koreneka facility manager by Mr. Siphon Phiri. She alleged that consequent to Ms. Nothando Dube's dismissal Mr. Brian van Wyk wanted her out of Koreneka. She further alleged that Mr. Brian Van Wyk was in the process of cancelling Koreneka's contract with SA Express and further replace Koreneka with a company called **Valotech Facilities Management** which is owned by the former employee of Koreneka Ms. Nothando Dube and Ms. Kefilwe Mogodiri who is a family to Ms. Joyce Phiri. Ms. Tlatsana made a lot of serious allegations which leaves a lot to be desired. However the investigation had to focus on the issues that are within the scope of the SA Express security.

Ms Babadi Tlatsana handed over a bundle of documents and audio recordings to Mr. Timothy Ngwenya as part of the supporting information or evidence to substantiate her allegations. Mr. Timothy Ngwenya thanked her for bringing the matter to his attention and he promised that the matter will be reported to the CEO.

#### 4. The meeting between Mr. Timothy Ngwenya, CEO and GM Legal Risk & Compliance

On Monday 27 June 2015, Mr. Timothy Ngwenya requested a meeting with the GM: Legal, Risk and Compliance Ms. Merriam Mochoele and the Chief Executive Officer Mr. Inati Ntshanga. The three had a lengthy discussion on the matter. During that meeting Ms. Babadi Tlatsana was contacted telephonically and she was informed by the CEO that the matters was reported to him and that he was giving it the attention it deserves and further reassured Ms. Tlatsana that he was going to ensure the matter is investigated. Thereafter he thanked Ms. Tlatsana for reporting the matter to SA Express.

The CEO then requested Mr. Ngwenya to further investigate the matter. At that time Mr. Timothy Ngwenya raised the following issues;

- (i) He (Mr. Timothy Ngwenya) will only be able to investigate irregularities/transgressions that occurred within SA Express.
- (ii) He will not be able to investigate allegation concerning people out of SA Express as he did not have the authority over those individuals. That included the verification of the information pertaining the allegations that were allegedly made by Mr. Brian Van Wyk (on audio records) when he implicated prominent people within National and Provincial (North West) government and SA Express board.

#### 5. Mandate:

SA Express Security was required to establish the following;

  
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- If the allegations made by Ms. Tlatsana were true or false.
- If the appointment of Koreneka Trading and Projects for Ground handling contract was legitimate.
- If the appointment of Koreneka Trading and Projects for management company happened as per the SA Express and North West Government agreement.

## 6. Investigation

The investigation was to establish the following;


- If there were copies of the Service Level Agreements between SA Express & Koreneka at the Legal office (however on the bundle received from Ms Babadi Tlatsana there was a copy of a contract for Ground Handling services in Pilanesburg Airport).
- If there was a file for Koreneka Trading and Projects at the procurement office.
- If SA Express RFQ (Request for Quotation) process was followed.
- If there was a copy of a deviation presented to the BAC for approval since the amount exceeded R500,000.00
- If there was any payment made in respect of the service rendered by Koreneka in both Mafikeng and Pilanesburg Airports.
- If Valotech Facilities Management was also appointed to provide ground handling services in Mafikeng and Pilanesburg airports
- If Ms. Nothando Dube was a director of Valotech Facilities Management.

### 6.1 Interview with Ms. Nasiphi Mkentane (Legal Advisor)

The legal department is responsible for writing contracts for the company and is also responsible for the contract management. All company contracts or service level agreement with the service providers are kept at the legal department office.

On the 27 June 2016 at approximately 15h00, Mr. Timothy Ngwenya went to the legal department office to request a copy of the Service Level Agreement between SA Express and Koreneka Trading and Projects from Ms. Nasiphi Mkentane. Mr. Timothy Ngwenya explained to Ms. Nasiphi Mkentane that Koreneka Trading and Projects was the company providing the ground handling services for SA Express in Mafikeng and Pilanesburg. Ms. Nasiphi Mkentane then told Mr. Timothy Ngwenya that she does not have a copy of such company because as far as she knows the agreement that was forwarded to Mr. Brian Van Wyk which was supposed to be the one for Pilanesburg, was a draft without a name of the company. She (Nasiphi Mkentane) Ms. Nasiphi Mkentane informed Mr. Timothy Ngwenya that the last time she saw that contract was when it was forwarded to Mr. Brian Van Wyk. She further said that if it was signed by all parties a signed copy was not returned to legal for filing. On Tuesday 28 June 2016, Ms. Nasiphi Mkentane forwarded the draft contract and correspondence amongst the role players within SA Express via email.

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### 6.1(a) Interview with Ms. Busisiwe Mavuso (Supervisor Finance)

On Tuesday 28 June 2016, Mr. Timothy Ngwenya interviewed Ms. Busisiwe Mavuso. The interview was to find out if SA Express was making any payment to Koreneka Trading and Projects in respect of services rendered for the Mafikeng and Pilanesburg Airports respectively. Ms. Busisiwe Mavuso confirmed that there were payments made to Koreneka Trading and Projects by SA Express. Ms. Busisiwe Mavuso provided four invoices and expense authorisation for the payment to Koreneka Trading and projects. The amount on the invoices and expense authorisation correlate with the amounts received by Koreneka Trading and projects as per Koreneka bank statement. The following are the amount paid to Koreneka trading and projects.

1. R8, 500,000.00 was paid to Koreneka by SA Express on 06 May 2015
2. R8, 500,000.00 was paid to Koreneka by SA Express on 27 August 2015
3. R14,000 000.00 was paid to Koreneka by SA Express on 11 September 2015

The above transactions were way higher than the amount due to Koreneka Trading and Projects as per the service level agreement between SA Express and Koreneka trading and Projects.

### 6.1(b) The agreement between Department of Community Safety and Transport Management and South African Express

The SA Express and the Department of community Safety and Transport management has two (2) agreements one with SA Express and another with Koreneka Trading Projects for the Management Company; which the Department of community safety and Transport Management mandated SA Express to appoint the Management company in this case Koreneka as per page 24 paragraph 15.1 and 15.2 of the agreement.

The agreement between the department of Community Safety and Transport Management formed part of the bundle obtained from Ms. Babadi Tlatsana. The agreement was perused and it was discovered that the agreement has an Annexe "A" which is a subsidy structure. This talks about the concessions from the North West Department of Community safety and Transport Management to SA Express and Koreneka.

These concession are for a period of 5 years. As per the concession;

- SA Express was supposed to receive ~~R58, 287, 130~~ for the first year. However R91, 191, 920 was transferred to the SA Express bank account by the Department of Community Safety and Transport Management whether by mistake or intention, that could not be ascertain.
- SA Express thereafter transferred the R31 000 000 to the Koreneka Trading and Projects bank account as money due to Koreneka from the department of Community Safety and Transport Management.
- Therefore SA Express did not lose money on these transactions.
- Koreneka Trading Projects was supposed to receive R51, 712, 870 for the Management Company in the first year of the agreement.
- Koreneka received R31 000 000 via SA Express on the above mentioned dates and three (3) months later on 30 December 2015 the Department of Community Safety and Transport Management transferred R20, 606, 435 to Koreneka Trading and Projects. The total amount received by Koreneka Trading and Projects for the financial year 2015 was R51, 606, 435.

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#### 6.1(c) Interview with Mr. Zachariah Rabothata (Procurement Officer).

On about 04 July 2016, Mr. Timothy Ngwenya went to the procurement department and met with Mr. Zachariah Rabothata (Procurement Officer). Mr. Timothy Ngwenya requested a procurement file for Koreneka Trading and projects. Mr. Zachariah Rabothata told Mr. Timothy Ngwenya that it was his first time to hear about such name and he then looked for the file but could not find it. He (Mr. Rabothata) told Mr. Timothy Ngwenya that there was no such file in the procurement files. He (Mr. Zachariah Rabothata) checked on his system to see if there was a quotation request for the ground handling services in Mafikeng and Pilanesburg but he did not find such request. Further to that he confirmed that there was no tender notice issued or advertised.

#### 6.1(d) Interview with Ms. Pumza Nqoma (Divisional Manager)

(i) On Friday 15 July 2016 at approximately 13h30, Mr. Timothy Ngwenya met Ms. Pumza Nqoma at her office. The purpose of the meeting was to enquire about the Koreneka and Valotech appointments for ground handling services. Mr. Timothy Ngwenya asked Ms. Pumza Nqoma if she has any document that talks about Koreneka in her office, in particular the deviation letter. Ms. Pumza Nqoma said that she does not have anything that talks about Koreneka and that at the time Koreneka was appointed she was not involved but her predecessor might have. Therefore she could not assist that regard.

(ii) Mr. Timothy Ngwenya then asked Ms. Pumza Nqoma about the appointment of Valotech Facilities Management. Ms. Pumza Nqoma told Mr. Timothy Ngwenya that Mr. Brian Van Wyk advised her to seek quotation in respect of the ground handling services in Mafikeng Airport. Ms. Pumza Nqoma said she did as per request and Valotech was the only company that responded, hence the appointment. Ms. Pumza Nqoma was asked as to why she requested the quotation for labour broker services knowingly that the company was just looking for the ground handling services. Mr. Timothy Ngwenya asked Ms. Pumza Nqoma as to why the contract stated ground handling services but not labour broker services. Ms. Pumza Nqoma said she was told to request quotes for labour broker service. Ms. Pumza Nqoma said that such question should be directed to Mr. Brian Van Wyk as she was not privy to the contract given to Valotech.

### 7. SA Express Procurement Policy

A copy of the SA Express Procurement Policy effected on 01 April 2012 and reviewed on 31 March 2014 was obtained. The procurement policy clearly defines the following on page 2 of 63 under 1. Definitions;

(i) 1.3 Family shall mean a spouse or partner or any dependent children of SA Express employee as well as a person who is related to any SA Express employee, whether by blood, adoption, marriage or association.

(ii) 1.5 Recuse shall mean to refrain from participation in a procurement process by tender committee members and by any employee or person who has a conflict of interest.

Part 5 Applicability on page 7 of Procurement Policy


5.1 This policy shall apply to all SA Express procurement. This policy shall apply to all SA Express employees, the board of directors, temporary staff and contractors. Reference can also be made to the code of ethics policy

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## 8. Findings

- It was discovered that Mr. Brian Van Wyk was involved in the running of Koreneka Trading and Projects as per audio recordings obtained.
- It was discovered that both the legal department and procurement offices of SA Express did not have the copies of the SA Express and Koreneka Trading and Projects Service Level Agreement.
- It was discovered that SA Express procurement office did not even have a paper trail showing how the process was followed in awarding the contract to Koreneka Trading and Projects.
- It was discovered that the RFQ procurement policy was not followed when Koreneka Trading and Projects was given the contract to render the ground handling services in Pilanesburg Airport.
- It also discovered that Koreneka Trading and Projects is rendering a ground handling service in Mafikeng Airport without a contract.
- It was discovered that Koreneka Trading and Projects handed its documents to Mr. Brian Van Wyk for him to give them the contract without following the proper procurement processes.
- It was discovered that one of the directors (Joyce Phiri born Mogodiri) of Koreneka Trading and Projects was a family to Mr. Brian Van Wyk and he (Mr. Brian Van Wyk) (i) did not declare the conflict of interest to SA Express (ii) did not recuse himself from the whole process.
- It was discovered that the total amount R1, 271, 376 per year over 5 years.
- It was further discovered that Mr. Brian Van Wyk spearheaded the awarding of the ground handling contract to Valotech Facilities Management.
- It was discovered that once again one (Ms. Kefilwe Mogodiri) of the Valotech Facilities Management directors was a family to Mr. Brian Van Wyk.
- It was also discovered that the other director of Valotech Facilities Management was an ex-employee of Koreneka Trading and Projects who was allegedly appointed by Mr. Brian Van Wyk's partner Mr. Sipho Phiri.
- It was discovered that the RFQ process was for labour broker services but Valotech was given the ground handling services contract.
- The contract was awarded to Valotech without any presentation to the Bid Adjudication Committee.
- It was discovered that procurement reflected the total amount of the R410 000 per year without specify the actual duration of the contract.
- It was discovered that the actual amount reflected on the contract given to Valotech was R1, 403, 376 per year over a period of 5 years.
- It further discovered that the duration of both contracts violated the SA Express procurement policy as per 14.2 As a state owned company, SA Express may not enter into a contract with a supplier for more than three (3) years in order to encourage competition and development of SMMEs.

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- It was discovered that 14.3 of the procurement policy states that any deviation from the above should be substantiated by a comprehensive motivation that is approved by the General Manager of the relevant department and by head of supply chain and ratified by the CEO. No evidence that effect was found.

**9. Conclusion:**

- Mr. Brian Van Wyk was suspended and he was not interviewed to ascertain his side of the story.
- Mr. Brian Van Wyk has since resigned from SA Express.

**10. Direct Causes:**

- Greed and dishonesty.

**11. Indirect causes & Contributing Factors:**

- Failure to follow procedures.

**12. Influencing Preconditions:**

- The company trusted Mr. Brian Van Wyk.

**13. Human Factors:**

- Total disregard of the rules.

**14. Preventative Measures:**

- SA Express must ensure all projects are monitored from beginning to end.
- SA Express must develop and implement a check-list to check if procurement processes are followed before agreements are signed.
- SA Express must develop and implement a fraud prevention and whistle blower awareness programme.

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**15. Recommendation:**

- Even though Mr. Brian Van Wyk has resigned, that should not prevent SA Express to pursue the matter in case of litigation.
- The matter must be handed over to an External Forensic Investigator or Special Investigating Unit for further investigation of the allegation not dealt with on this investigation.

---

Timothy Ngwenya

Security Manager

South African Express Airways



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- Ms. Tlatsana alleged that she wanted to give her sister a percentage which would have made her a co-director but Mr. Van Wyk said that was nepotism.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk told her not to worry because he (Mr. Brian Van Wyk) was going to bring suitable people to run the company with her.
- She alleged that Mr. Brian Van Wyk brought (his mother in law) Ms. Joyce Phiri and a Mr. Victor Thabeng as co-owners.
- Ms. Tlatsana alleged that she had to register them (Ms. Joyce Phiri and Mr. Victor Thabeng) on her company (Koreneka Trading and Projects) as co-directors, hence the ownership was then divided as follows; Ms. Babadi Tlatsana 34%, Ms. Joyce Phiri 33% and Mr. Victor Thabeng 33% since 19 January 2015.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk brought Mr. David Kalisilira as the company (Koreneka Trading and Projects) accountant.
- Ms. Tlatsana further alleged that Mr. Brian Van Wyk partner/lover Mr. Sipho Phiri was also involved in the appointment of staff because he (Mr. Sipho Phiri) also brought Ms. Nothando Dube as the facility manager for Koreneka Trading Projects.
- She also alleged that Ms. Nothando Dube reported to Mr. Sipho Phiri as she was appointed by him and she did not report to Ms. Tlatsana.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk said she must not get involved in the running of the company (Koreneka Trading and Projects) as he was going to assist her with that.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk made Mr. David Kalisilira the only person responsible to make claims and payments from the Koreneka accounts.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk insisted that she must use his private email and mobile phone ([tebogovw@gmail.com](mailto:tebogovw@gmail.com) and 076 546 99490).
- Ms. Tlatsana further alleged that Mr. Brian Van Wyk implicated certain prominent politicians, certain SA Express Board members and a senior SA Express staff of taking bribes and some of being aware and condoning such irregularities.
- Ms. Tlatsana alleged that Mr. Brian Van Wyk did not give her the appointment letters and the contracts related to the appointment of her company for both jobs (Ground handling and Management company) instead he promised that he was to forward the letters in due course and to date she did not receive those letters.
- Ms. Tlatsana alleged that she has never submitted any claims/invoices to the North West Government and SA Express but the sum of R51 million was paid into Koreneka Facilities and Projects account.
- Ms. Tlatsana alleged that Koreneka Facilities and Projects received R31 million from SA Express and R20 million from North West Government.
- Ms. Tlatsana alleged that the first R8.5 million received on Koreneka's bank account, R7 million of it was depleted with a period of three days on items that had nothing to do with Koreneka's responsibilities as per the mandate from SA Express and North West Government. All these transaction

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were performed by Mr. Kalisilira together with Mr. Brian Van Wyk as she was instructed by Mr. Brian van Wyk to give her account password details to Mr. David Kalisilira.

- Ms. Tlatsana alleged that when she questioned the illicit transactions from Koreneka Trading and Projects account, Mr. Brian Van Wyk threatened her (Ms. Tlatsana) by saying she must keep her mouth shut or he will just take the business and give it to someone else because he is the one (Mr. Brian Van Wyk) who brought the business to Koreneka Trading and Projects.
- Ms. Tlatsana alleged that she deregistered Ms. Joyce Phiri from the company (Koreneka) consequently she (Ms. Joyce Phiri) took her (Ms. Tlatsana) to court where Mr. Brian Van Wyk was in attendance at Mafikeng High Court and he (Mr. Brian Van Wyk) was seen and capture on camera sitting and discussing the matter with advocate Zwiegelaar (Ms. Joyce Phiri's advocate).
- Ms. Tlatsana further alleged that Ms. Nothando Dube (the manager appointed by Mr. Sipho Phiri) was bragging and telling people that Mr. Van Wyk was working on replacing Koreneka Trading and Projects with her (Nothando Dube) company (Valotech) which was already appointed and effective as from May 2016.

Mr. Timothy Ngwenya asked Ms. Tlatsana if she has any form of evidence to support her allegations. Ms. Tlatsana said that she has, hence she wanted to take the matter to the media. Mr. Timothy Ngwenya then requested Ms. Tlatsana to give him copies of the evidence if she does not mind.

Ms. Tlatsana then said the documents are at her place of residence and some in her office. Mr. Timothy Ngwenya and Ms. Tlatsana then drove to her place of residence and her office respectively. Ms. Tlatsana handed Mr. Timothy Ngwenya a stash of documents (including the SA Express and North West Government Agreement) and audio recordings (conversation between herself and Mr. Van Wyk and Mr. David Kalisilira).

Mr. Timothy Ngwenya then assured Ms. Tlatsana that he will ensure the matter was reported to the highest office of SA Express. However Mr. Ngwenya requested Ms. Tlatsana to write him a detailed report regarding how she tendered for the contracts and how she was awarded both Ground Handling and Airport Management contract and forward it to him of which she did. Mr. Timothy Ngwenya once again pleaded with Ms. Tlatsana not to go to the media and she agreed and then the meeting was adjourned.

## 2. Meeting with CEO and GM Legal, Risk and Compliance

On Monday 27 June 2015, Mr. Timothy Ngwenya requested a meeting with the GM: Legal, Risk and Compliance Ms. Memiam Mochoele and the Chief Executive Officer Mr. Inati Ntshanga. The three had a lengthy discussion on the matter. During that meeting Ms. Tlatsana was contacted telephonically and she was informed by the CEO that the matters was reported to him and that he was giving it the attention it deserves and further reassured Ms. Tlatsana that he was going to ensure the matter is investigated. Thereafter he thanked Ms. Tlatsana for reporting the matter to SA Express.

The CEO then requested Mr. Ngwenya to further investigate the matter. At that time Mr. Ngwenya raised the following issues;

1. He (Mr. Ngwenya) will only be able to investigate irregularities/transgressions that occurred within SA Express.
2. He will not be able to investigate allegation concerning people out of SA Express as he did not have the authority over those individuals. That included the verification of the information pertaining the

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allegations that were allegedly made by Mr. Brian Van Wyk when he implicated prominent people within National and Provincial (North West) government and SA Express board.

3. **Mandate:**


SA Express Security was required to establish the following:

- If the allegations made by Ms. Tlatsana were true or not.
- If the appointment of Koreneka Trading and Projects for Ground handling contract was legitimate.
- If the appointment of Koreneka Trading and Projects for management company happened as per the SA Express and North West Government agreement.

4. **Investigation:**

- Interviewed certain individuals within SA Express (Procurement and Legal)
- Obtained relevant documents relating to the ground handling contracts (Mafikeng and Pilanesburg)
- Obtained the RFQ/P process from the Procurement department.
- Scrutinised and analysed all documents and audio recordings received from Ms. Babadi Tlatsana;
  - ✓ Ms. Babadi Tlatsana detailed report/statement
  - ✓ SA Express and North West government signed contract.
  - ✓ SA Express and Koreneka Trading and Project signed contract.
  - ✓ Correspondence between Mr. Brian Van Wyk, Mr. David Kalisilira and Ms. Babadi Tlatsana.
  - ✓ SMS's between Mr. Brian Van Wyk and Ms. Babadi Tlatsana.
  - ✓ Audio recordings between Mr. Brian Van Wyk and Ms. Babadi Tlatsana.
  - ✓ Correspondence between Ms. Babadi Tlatsana and Mr. Sipho Phiri.
  - ✓ Audio recording between Ms. Babadi Tlatsana and Mr. Bailey Mahlakoreng (HOD North West Govt)
  - ✓ Three sets of Koreneka Trading and Projects CK2 (cc) clearly showing ownership.
  - ✓ Certified Id copy of Ms. Joyce Catherine Phiri.
  - ✓ Id copy of Mr. Levy Sipho Phiri
  - ✓ A copy of Koreneka Trading and Projects bank statement.
  - ✓ Resignation letter of Mr. Victor Thabeng from Koreneka Trading and Projects as director.
  - ✓ Photo of Mr. Brian Van Wyk and Advocate Zwiegelaar at the Mafikeng High Court (Advocate Zwiegelaar represented Ms. Joyce Phiri in matter between her and Ms. Babadi Tlatsana)

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## 5. Findings:

- It was discovered that SA Express contract management office (Legal) did not have a signed copy of a contract between Koreneka Trading and Projects.
- It was discovered that the Legal department was asked to draft a Ground Handling agreement for the Mafikeng Airport without knowing the company whom the contract was awarded to and legal forwarded agreement to Mr. Brian Van Wyk who somehow awarded the contract to Koreneka Trading and Projects without following the procurement RFP processes as the value exceeded R500 000. The actual value amounted to R1, 271, 376. 00 per year.
- It was discovered that the contract was signed by the acting CEO Mr. Dave Allenby.
- Based on the audio recording it was discovered that Mr. Brian Van Wyk was involved in the running of Koreneka Trading and Projects.
- It was discovered that Mr. Brian Van Wyk was using his personal mobile phone and email address to conduct the business of Koreneka Trading Projects.
- It was discovered that Mr. Brian Van Wyk introduced his mother in law (Ms. Joyce Phiri) as a business partner at Koreneka Trading and Projects.
- It was further discovered that Mr. Brian Van Wyk's partner Mr. Siphon Phiri was also involved in the running of Koreneka Trading and Projects based on the trail of emails and further he was also responsible for the appointment of the Facilities Manager Ms. Nothando Dube who was later fired by the owner of Koreneka trading and Project Ms. Babadi Tlatsana.
- It was discovered that Mr. Brian Van Wyk brought Mr. David Kalisilira of Indata Tax Consulting as an accountant for Koreneka Trading and Projects.
- It was further discovered that Mr. Brian Van Wyk indeed implicated prominent politician and members of SA Express board.
- It was also discovered that Mr. Brian Van Wyk was a beneficiary from the funds pumped into Koreneka Trading and Projects bank account.
- It was discovered that Mr. Brian Van Wyk had another business dealing (RDP houses) with Ms. Babadi Tlatsana and her cousin which he had failed to declare at SA Express.
- It was discovered that Mr. Brian Van Wyk appointed Koreneka Trading and Project as the management company for the two (2) airports Mafikeng and Pilanesburg without the approval of SA Express.
- It was discovered that an agreement between SA Express and North West Government was found on Ms. Nothando Dube when she was dismissed by Koreneka Trading and Projects.
- It was further discovered that Mr. Brian Van Wyk introduced Valotech Facilities Management to SA Express as a suitable company for the provision of labour broking at Mafikeng airport, again violating the procurement RFP processes.
- It was discovered that a quotation for labour broking services was requested from Valotech Facilities Management and the other two (2) companies, of which the contract was awarded to Valotech.

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- It was discovered that the quotation amounted to R410 000 which was well below R500 000.
- It was discovered that the agreement (between SA Express and Valotech) which was given to Valotech was for Ground Handling services and not labour broking services. (It was exactly the same as the SA Express and Koreneka Trading and projects agreement for Pilanesburg) with a slight higher amount R1, 403, 376. 00.
- It was discovered that Valotech has two (2) directors Ms. Nethando Dube and Ms. Kefilwe Precious Mogodiri.
- It was discovered Ms. Nethando Dube was an employee of Koreneka Trading and Projects who was appointed by Mr. Sipho Phiri (Mr. Brian Van Wyk partner).
- It was discovered that Ms. Kefilwe Precious Mogodiri was a relative of Mr. Sipho Phiri.
- It was discovered that Ms. Joyce Phiri was born Mogodiri and Kefilwe is a Mogodiri.

#### 6. Conclusion:

- All the findings are based on the audio recordings and documentation obtained from Koreneka Trading and Projects and also from interviews and documents obtained within SA Express.
- Mr. Brian Van Wyk was not interviewed to establish his side of the story.
- Other parties implicated were also not interviewed. Therefore this investigation is inconclusive. However the evidence is too overwhelming to be ignored.
- Mr. Brian Van Wyk has since resigned from SA Express.

#### 7. Direct Causes:

- Greed and dishonesty.

#### 8. Indirect causes & Contributing Factors:

- Failure to follow procedures.

#### 9. Influencing Preconditions:

- The company trusted Mr. Brian Van Wyk.

#### 10. Human Factors:

- Total disregard of the rules.

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 OR Tambo International Airport  
 1627  
 South Africa  
 www.flyexpress.aero

The Director

13 March 2017

Koroneka Trading and Projects

No. 22 NWDC Building

 1<sup>st</sup> Street Industrial Site

Mafikeng, North West

Dear Ms. Babadi Tlatsana

**Re: TERMINATION OF STANDARD GROUND HANDLING AGREEMENT BETWEEN  
KORONEKA TRADING & PROJECTS AND SA EXPRESS**

This letter serves as confirmation of termination for standard ground handling services at  
Pretoria International Airport. The agreement shall terminate on the **31 March 2017**.

Please liaise with the newly appointed airport management company.

Yours faithfully,

Tsati Ntshanga

CEO

Board of Directors: G N Motlana (Chairperson), J Ntshanga (Chief Executive Officer), M R Shelley (Chief Financial Officer),  
M. B. P. B. Dabale, R. Naltheri (India), J. N. Nkabinde, P. Ramosebudi, G. R. Sibiyi

Company Secretary: M. Gie  
Executive Director

South African Express Airways SOC Ltd  
 Co. Reg. No. 1990/007412/30  
 VAT Reg. No. 4400140499

# Julian Knight and Associates Inc.

## Attorneys

MR INATI NTSHANGA  
CEO  
SA EXPRESS

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Direct Fax : 086 616 6498  
Internet Add:  
[knight@mwweb.co.za](mailto:knight@mwweb.co.za)  
[www.knight.co.za](http://www.knight.co.za)  
Reg. No. 97/020154/21  
Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 17 MAR 2017

### EXTREMELY URGENT

Dear Sir

#### TERMINATION OF STANDARD GROUND HANDLING AGREEMENT BETWEEN KORENEKA TRADING & PROJECTS & SA EXPRESS

We refer to the above matter and advise that we act on behalf of Koreneka Trading & Projects CC herein.

We are in receipt of your letter of the 13<sup>th</sup> March 2017, a copy of which is attached for your ease of reference which letter has been handed to ourselves for attention and reply.

Our client has instructed us to, as we hereby do, to reject your purported termination of the Agreement as same does not comply with the provisions of the Agreement between our client and SA Express in so far as it relates to termination and/or breach.

We are instructed that our client has not breached the agreement in anyway and your reported cancellation of the agreement is unlawful.

We wish to hereby give you notice that unless we receive an undertaking from ourselves by the close of business today that the agreement will not be cancelled, we hold instructions to proceed to the High Court of South Africa Gauteng Division for an interdict restraining yourselves.

We would be pleased if you would kindly acknowledge receipt of this letter.

Yours faithfully

JULIAN KNIGHT

Julian Bret Knight BA [LLB] Rhodes



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OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

Director  
Koroneka Trading and Projects  
22 NWDC Building  
Street Industrial Site  
afikeng, North West

13 March 2017

Dear Ms. Babadi Tlatsana

**RE: TERMINATION OF STANDARD GROUND HANDLING AGREEMENT BETWEEN  
KORONEKA TRADING & PROJECTS AND SA EXPRESS**

This letter serves as confirmation of termination for standard ground handling services at  
Orebank International Airport. The agreement shall terminate on the **31 March 2017**.

Please liaise with the newly appointed airport management company.

Yours faithfully,

*Thato Ntshanga*  
Thato Ntshanga

Witness: G N Mothema (Chairperson), T Mthanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
P B Dikata, R Ntshani (India), J N Nkabinde, P Ramosebudi, S R Sibuya

Secretary: M Gie

South African Express Airways SOC Ltd  
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 Julian Knight and Associates Inc.  
 129 Murray Street  
 Brooklyn  
 Pretoria

Attention: Mr. J. Knight

 Per email: [knight@nwweb.co.za](mailto:knight@nwweb.co.za)

Dear Sirs

 Re: **Koroneka Trading and Projects CC / South African Express Airways SOC Ltd**  
 – Case Number 20707/17

The above matter has reference.

 Having considered the notice of motion, as well as the matter in its entirety, SA Express has decided to withdraw the letter of termination of ground handling agreement entered into between SA Express and Koreneka Trading & Projects, written on the 13<sup>th</sup> March 2017.

We trust that you will find this in order, and confirm that the withdrawal of the termination letter referred to above, renders the notice of motion redundant.

In light of the above, please confirm that the application will be withdrawn.

Yours faithfully

Ms. Merriam Mochoele

GM Legal, Risk and Compliance

 Board of Directors: G N Mothema (Chairperson), I Nishanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
 Abrahams, B P B Dibe, R Nalhare (India), J N Nkabinde, P Ramosebudi, G R Sibiyi

 Company Secretary: M Gie  
 \* Executive Director

 South African Express Airways SOC Ltd  
 Co. Reg. No. 1990/007412/30  
 VAT Reg. No. 4400140499

 bst

# Julian Knight and Associates Inc.

## Attorneys

**MS M MOCHOELE**  
**GM LEGAL, RISK AND COMPLIANCE**  
**SA EXPRESS**

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[www.knight.co.za](http://www.knight.co.za)  
 Reg. No. 97/020154/21  
 Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 24 MAR 2017

Dear Madam

**KORENEKA TRADING & PROJECTS CC / SA EXPRESS: CASE NO. 20707/17**

We refer to the above matter and acknowledge receipt of your letter to ourselves a copy of which is enclosed herewith for your ease of reference.

We advise that we do not share your view that the withdrawal of the termination letter referred to above renders the Notice of Motion redundant as it does not take into account Prayers 3 and 4 of the Notice of Motion.

Further to the above it would appear from the letter of termination dated the 13<sup>th</sup> March 2017 that there is a newly appointed Airport Management Company the details of which are unknown to ourselves and/or our client.

We would be pleased if you would kindly advise by return whether you are prepared to consent to an order in terms of Prayers 1; 2; 3 and 4 of the Notice of Motion.

We look forward to hearing from you as a matter of urgency.

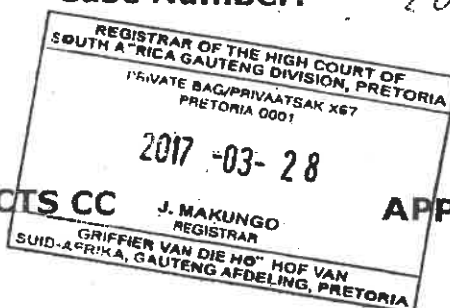
Yours faithfully

**JULIAN KNIGHT**

IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)

Case Number:

20707/17



In the application between:

BEFORE HUGHTON J.

KORENEKA TRADING AND PROJECTS CC

APPLICANT

and

SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED RESPONDENT

DRAFT ORDER

HAVING HEARD COUNSEL FOR THE APPLICANT AND HAVING READ  
THE PAPERS FILED AND BY AGREEMENT THE FOLLOWING ORDER  
IS MADE:

1. The cancellation by the Respondent on 16 March 2017 of the Ground Handling Agreement entered into between the Applicant and the Respondent on 15 April 2015, **ANNEXURE "A"**, be declared unlawful and is hereby set aside;
2. It is hereby declared that the Ground Handling Agreement entered

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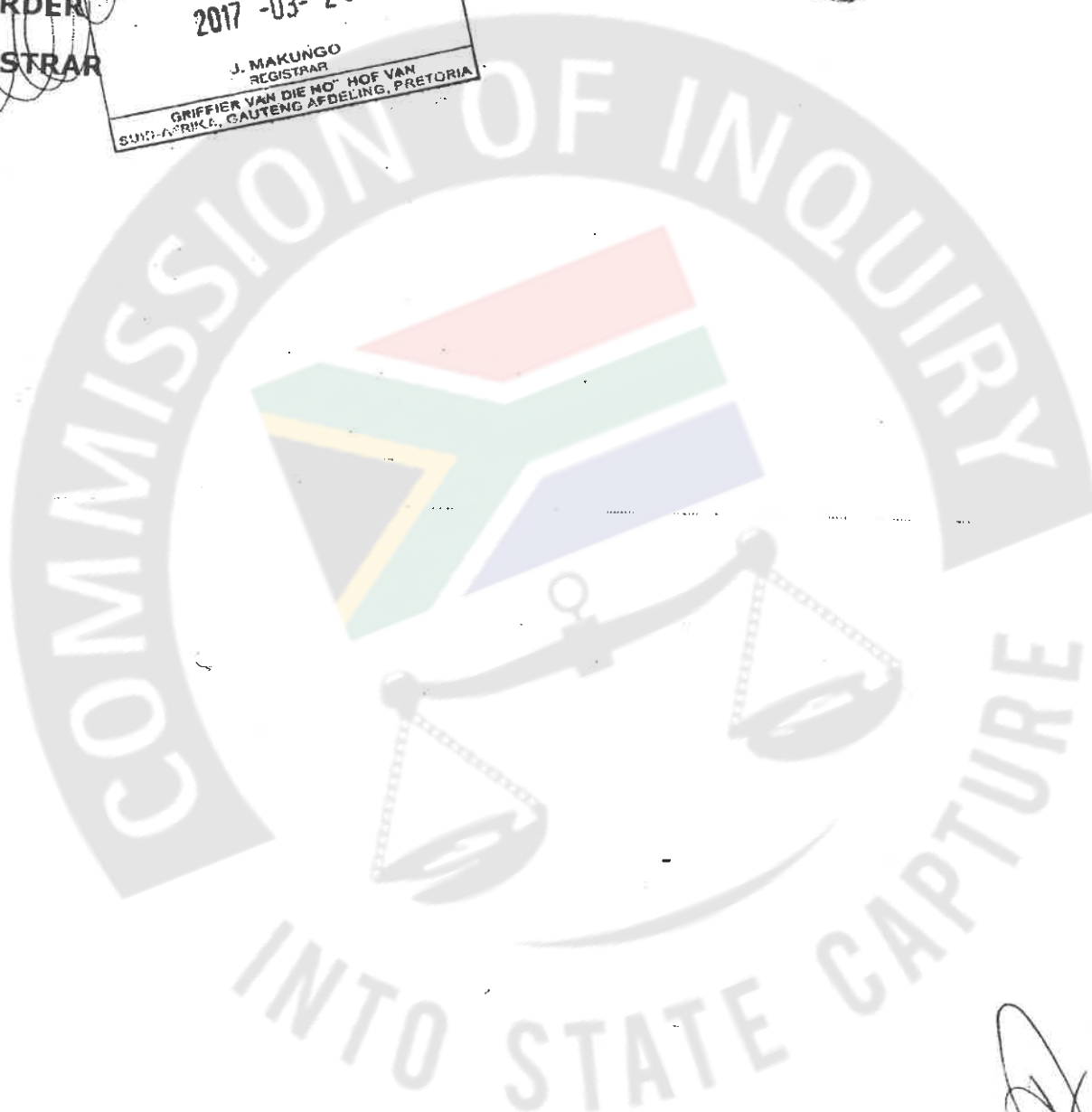
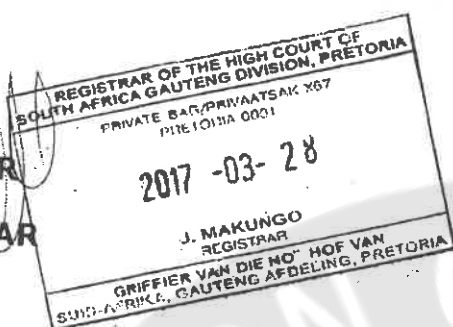


into between the Applicant and the Respondent on 15 April 2015,  
**ANNEXURE "A"**, remains binding on the parties; and

4. The Respondent is ordered to pay the costs of the application on a party and party scale.



BY ORDER  
REGISTRAR



bst



# Julian Knight and Associates Inc.

## Attorneys

**NORTH-WEST DEPARTMENT  
OF COMMUNITY SAFETY AND  
TRANSPORT**

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[www.knight.co.za](http://www.knight.co.za)  
Reg. No. 97/020154/21  
Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 16 MAY 2017

Dear Sir

### KORENEKA TRADING AND PROJECTS CC

We refer to the above matter and advise that we act on behalf of Koreneka Trading and Projects trading as Koreneka Facilities Management.

We enclose herewith a copy of our client's outstanding invoice, the content of which speaks for itself.

We wish to remind you that in terms of Treasury Regulations and more specifically Regulation 8.2.3 a copy of which is enclosed for your ease of reference, advise that payment was due within thirty days of the invoice and that consequently interest thereon is payable at a rate of 9% per annum.

~~We would be pleased if you would kindly urgently make arrangements for the payment of our client's outstanding account.~~

Yours faithfully

**JULIAN KNIGHT**

## INVOICE



No: 13 NWDC Building, 1<sup>st</sup> Industrial Site  
MAFIKENG, North WEST province 2745  
Company Reg: 2007/051834/23  
HQ : 018 381 5113 Email: Info@Koreneka.co.za

Client Name	NorthWest Department of Community Safety and Transport	Account No.	NWCST 01	Invoice No.	8
Client Contact No.	018 - 381 5113	Client Ref No.	N/A	Invoice Date	30/01/2017
Client Address	Safety House 31324	Terms	DOR	Due Date	30/01/2017

Qty	Description	Rates	Amount
1	ROUTE MARKETING SUBSIDY - PILANESBURG	4 850 000.00	4 850 000.00
1	OPERATIONS SET UP COSTS SUBSIDY - PILANESBURG	11 000 000.00	11 000 000.00
		<b>Subtotal</b>	<b>R15 850 000.00</b>
		<b>VAT Total</b>	<b>R 0.00</b>
		<b>Total</b>	<b>R15 850 000.00</b>
		<b>Credits</b>	<b>R 0.00</b>
		<b>Balance due</b>	<b>R15 850 000.00</b>

BANK : FIRST NATIONAL BANK (FNB)  
BRANCH NAME : BATHOPELE  
BRANCH CODE : 260 849  
ACC. NUMBER : 625 179 44296  
ACC. TYPE : CHEQUE

Please Quote the Invoice Number when making payment via Cheque/Cash/EFT

Thank You for Choosing Koreneka Trading and Projects

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**national treasury**

Department  
National Treasury  
REPUBLIC OF SOUTH AFRICA

TO ALL : ACCOUNTING OFFICERS DEPARTMENTS  
: HEAD OFFICIALS OF ALL PROVINCIAL TREASURIES

## NATIONAL TREASURY INSTRUCTION NOTE NUMBER 34

### EFFECTING PAYMENTS WITHIN THIRTY (30) DAYS FROM RECEIPT OF AN INVOICE AS REQUIRED IN TERMS OF TREASURY REGULATION 8.2.3

#### 1. PURPOSE

This Instruction Note aims to enhance compliance with section 38(1)(f) of the Public Finance Management Act (PFMA) which requires accounting officers to settle all contractual obligations and pay all money owing, including intergovernmental claims, within the prescribed or agreed period.

#### 2. BACKGROUND

2.1 Treasury Regulation 8.2.3 provides that "*Unless determined otherwise in a contract or other agreement, all payments due to creditors must be settled within 30 days from receipt of an invoice or, in the case of civil claims, from the date of settlement or court judgement*".

2.2 The prescribed period referred to in section 38(1)(f) of the PFMA is 30 days from receipt of an invoice or, in the case of civil claims, from the date of settlement or court judgement, as provided in Treasury Regulation 8.2.3.

#### 3. NON-COMPLIANCE WITH TREASURY REGULATION 8.2.3

3.1 The National Treasury and provincial treasuries are often inundated with complaints from service providers that despite supplying goods in accordance with orders and/or rendering services satisfactorily, departments are not effecting payments timeously for the purchases of such goods and/or the rendering of such services.

3.2 Many provincial treasuries have also regularly raised concerns with the National Treasury that some national departments are not honouring intergovernmental claims made by provincial departments for services rendered.

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## Instruction Note Number 34 dated 30 November 2011

Effecting payment within 30 days from receipt of an invoice as required  
in terms of Treasury Regulation 8.2.3

- 3.3 During 2009, it came to light that non-compliance with Treasury Regulation 8.2.3 had reached significant levels whereby departments were blatantly disregarding the requirement to make timeous payments to their creditors within thirty (30) days from receipt of an invoice.
- 3.4 This led to the Minister in the Presidency responsible for Performance Monitoring and Evaluation issuing a communiqué during June 2009 requesting departments to ensure compliance with Treasury Regulation 8.2.3.
- 3.5 On 2 December 2009, Cabinet also resolved that departments must implement mechanisms to ensure that payments to creditors are met within thirty (30) days from receipt of an invoice.
- 3.6 The National Treasury also issued a circular on 31 May 2010 urging all accounting officers to institute measures to ensure that all their obligations are paid within the prescribed period.
- 3.7 Despite the foregoing, many departments are still not effecting payment to their suppliers within thirty (30) days from receipt of an invoice. This undesirable practice has now reached disturbing levels and besides being in contravention of the PFMA and Treasury Regulations, this practice is severely affecting the cash flow positions and sustainability of businesses, especially the small medium and micro enterprises (SMME's).
- 3.8 Many of such businesses are closing down largely due to financial constraints whilst others are resorting to drastic measures to keep afloat, which include the retrenchment of employees. These measures are counterproductive to Government's priorities, which include the creation of decent jobs through inclusive economic growth.
- 4. MEASURES TO ENSURE COMPLIANCE WITH TREASURY REGULATION 8.2.3**
- 4.1 The accounting officer's responsibility [in terms of section 38(1)(f)] to settle all contractual obligations and to pay all money owing, including intergovernmental claims, within the prescribed (30 days) or agreed period is hereby re-iterated.
- 4.2 Within thirty days (30) days from the date of this Instruction Note, all departments are required to have in place systems (processes and procedures) that will enable the tracking of each invoice received from the various service providers.
- 4.3 The system referred to in paragraph 4.2 above may either be manual or electronic in nature and such a system must also be able to track progress with the processing of each invoice.
- 4.4 At any given time, such a system must be able to provide information related to the date on which an invoice was received, the date on which it was paid and the time period between the date of receipt and the date of payment, if the invoice was indeed paid.

**Instruction Note Number 34 dated 30 November 2011**

**Effecting payment within 30 days from receipt of an invoice as required  
in terms of Treasury Regulation 8.2.3**

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- 4.5 With effect from 1 February 2012, all national departments must provide the National Treasury each month with exception reports on the number of invoices and the value thereof that have not been paid within thirty (30) days from receipt together with reasons for not making the payments timeously. This information must include payments that were made late (i.e. after 30 days from date of receipt) as well as those invoices that have not been paid and where the time period has exceeded thirty (30) days.
- 4.6 The information required in paragraph 4.5 above must be submitted to the National Treasury within seven (7) days after the end of the preceding month in the format prescribed in the enclosed Annexure A.
- 4.7 The accuracy of information in paragraph 4.5 must be confirmed by signature of the department's accounting officer prior to its submission to the National Treasury.
- 4.8 National departments that have fully complied with Treasury Regulation 8.2.3 must file a nil return with the National Treasury, duly confirmed by the department's accounting officer.
- 4.9 Provincial treasuries must request the information required in terms of paragraph 4.5 from their respective provincial departments in the format prescribed in the enclosed Annexure B.
- 4.10 The accuracy of information submitted by provincial departments must also be confirmed by signature of the respective department's accounting officer prior to its submission to the relevant provincial treasury.
- 4.11 If accounting officers of national and provincial departments delegate the power to confirm the accuracy of information in paragraph 4.5 to their respective department's chief financial officer or to any other functionary, the accounting officers are not divested of the responsibility concerning the exercising of the delegated power, as provided in section 44(1)(d) of the PFMA.
- 4.12 Provincial treasuries must each month ensure that all their respective provincial departments have provided returns on the information required in paragraph 4.5.
- 4.13 Provincial departments that have fully complied with Treasury Regulation 8.2.3 must file a nil return with the relevant provincial treasury, duly confirmed by the department's accounting officer.
- 4.14 Provincial treasuries must collate the information as submitted by their respective provincial departments for submission to the National Treasury within fifteen (15) days after the end of each month.
- 4.15 Submissions by provincial treasuries to the National Treasury in terms of paragraph 4.14 above must be in the format prescribed in the enclosed Annexure C.

## Instruction Note Number 34 dated 30 November 2011

Effecting payment within 30 days from receipt of an invoice as required  
in terms of Treasury Regulation 8.2.3

- 4.16 The National Treasury will provide national departments and provincial treasuries with electronic copies of Annexures A, B and C.
- 4.17 In terms of a Management Committee resolution of the Forum of South African Directors-General (FOSAD), the National Treasury must provide the Forum with statistics each month on the exception reports, broken down per national and provincial department.
- 4.18 The information required in terms of this Instruction Note will therefore be provided to FOSAD on a monthly basis. The relevant treasuries shall take no responsibility for the accuracy of information received from departments except to the extent relating to transcribing errors.

### 5. SUBMISSIONS TO THE NATIONAL TREASURY

- 5.1 National departments must hand-deliver their returns to Elanie van Niekerk at the Chief Directorate: Governance Monitoring and Compliance situated on the 17<sup>th</sup> floor (Room 1711) 240 Vermeulen Street, Pretoria.
- 5.2 Provincial treasuries must forward collated returns in respect of their respective provincial departments to Ms Virginia Sefako via e-mail to [Virginia.Sefako@treasury.gov.za](mailto:Virginia.Sefako@treasury.gov.za)

### 6. APPLICABILITY OF THIS INSTRUCTION NOTE

This Instruction Note applies to all national and provincial departments.

### 7. AUDITING OF THIS INSTRUCTION NOTE

A copy of this Instruction Note will be forwarded to the Auditor-General to ensure that its contents are included in their audit scope.

### 8. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE

Heads Officials of provincial treasuries are requested to please bring the contents of this Instruction Note to the attention of accounting officers of their provincial departments.

### 9. AUTHORITY FOR THIS INSTRUCTION NOTE

This Instruction Note is issued to facilitate implementation of the PFMA in terms of section 76(4)(g) of the Act read together with section 38(1)(f) and Treasury Regulation 8.2.3 and to monitor and assess implementation of the Act in terms of section 6(2)(c).

**Instruction Note Number 34 dated 30 November 2011**

Effecting payment within 30 days from receipt of an invoice as required  
in terms of Treasury Regulation 8.2.3

**10. EFFECTIVE DATE FOR THIS INSTRUCTION NOTE**

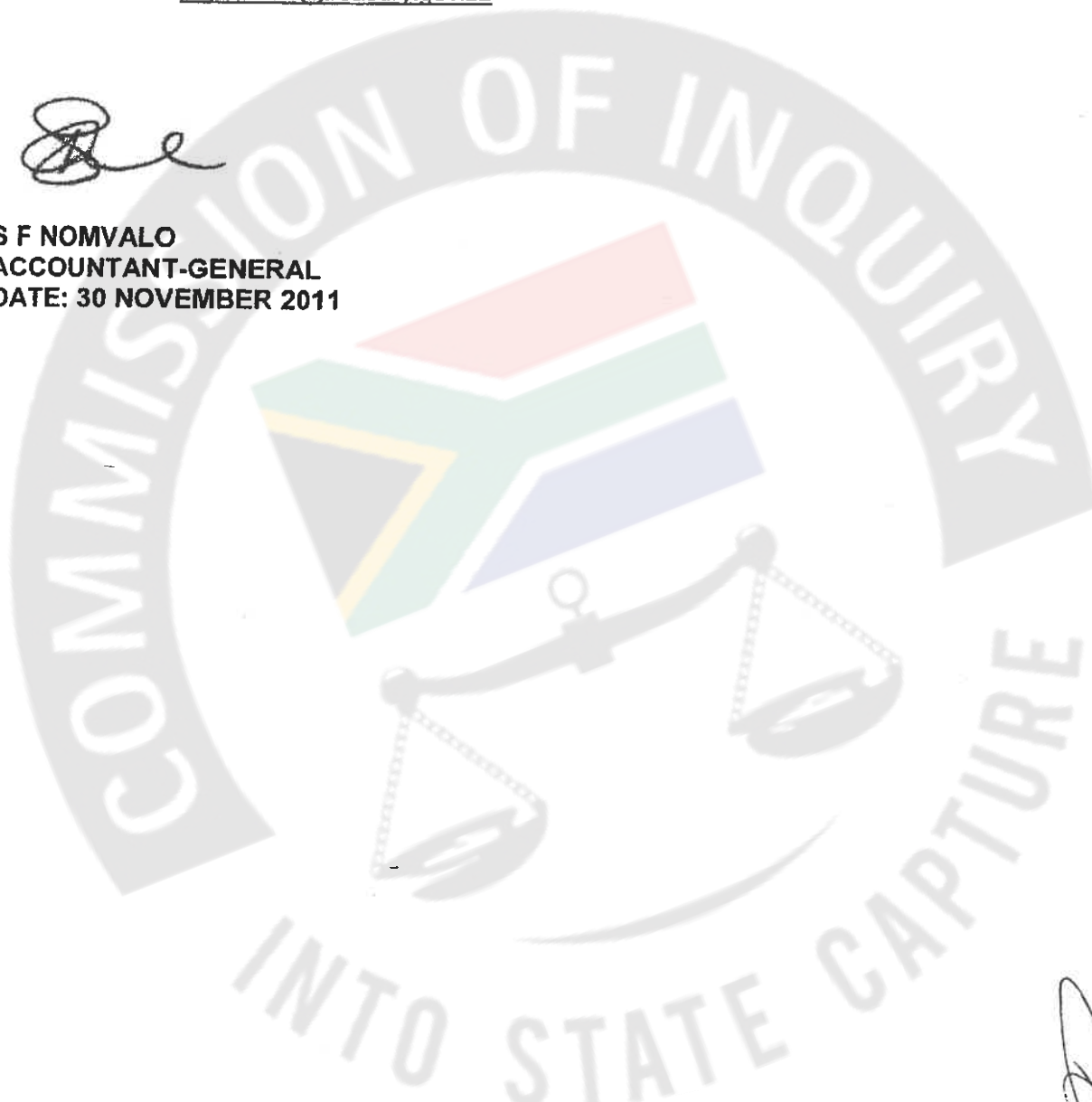
This Instruction Note takes effect from the date of issue and requires the first submission of information to the National Treasury in February 2012.

**11. CONTACT INFORMATION**

Mr Jayce M Nair  
Chief Director: Governance Monitoring and Compliance  
Telephone No: 012 315 5482  
E-mail: [Jayce.Nair@treasury.gov.za](mailto:Jayce.Nair@treasury.gov.za)



**S F NOMVALO**  
**ACCOUNTANT-GENERAL**  
**DATE: 30 NOVEMBER 2011**





**sa express**  
we fly for you

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E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 8900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
SA Express 4310

24 March 2017

Pilanesburg Airport Management Company  
21 Main Street  
Noordhoek Building  
Mahikeng  
2725

**RE: APPOINTMENT OF MANAGEMENT COMPANY FOR PILANESBURG INTERNATIONAL AIRPORT**

Dear Ms Dube

We confirm that we have appointed Halcygen (Pty) Ltd T/A Pilanesburg Airport Management Company to manage Pilanesburg Airport effective 16 April 2017. SA Express and Pilanesburg Airport Management Company shall enter into a Service Level Agreement for the duration of the contract

Yours sincerely,

*Inati Ntshanga*  
Inati Ntshanga  
Chief Executive Officer

Board of Directors: G N Mofema (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
Graham, B P B Dube, R Ntshani (India), J N Nkabinde, P Ramosebudi, G R Sibisi

Company Secretary: M Gie  
Finance Director

**PAID**

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499

*bst*



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P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

24 March 2017

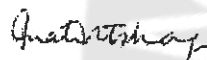
Mr. Bhuti Chuma  
Acting HOD: DCS and TM  
Department of Community Safety and Transport Management  
Mahikeng Airport  
Bray Road  
Mahikeng  
2725

**RE: APPOINTMENT OF MANAGEMENT COMPANY AND MANAGEMENT COMPANY  
SUBSIDY**

Dear Mr. Chuma

As per the letter sent to you, we confirm that we have appointed Halcygen (Pty) Ltd T/A  
Pilanesburg Airport Management Company to manage Pilanesburg Airport effective 16 April 2017.  
We would like to request that all subsidies moneys due be settled accordingly.

Yours sincerely,

  
Inati Ntshanga  
Chief Executive Officer

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Board of Directors: G N Mothema (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
Mphahlele, B P B Dibele, R Ntshani (India), J N Nkabinde, P Ramosebudi, G R Sibisi

Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
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VAT Reg. No. 4400140499



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OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.co.za

The Director  
Koroneka Trading and Projects  
No. 22 NWDC Building  
1<sup>st</sup> Street Industrial Site  
Mafikeng, North West

13 March 2017

Dear Ms. Babadi Tlatsana

**Re: TERMINATION OF STANDARD GROUND HANDLING AGREEMENT BETWEEN  
KORONEKA TRADING & PROJECTS AND SA EXPRESS**

This letter serves as confirmation of termination for standard ground handling services at  
Pilanesburg International Airport. The agreement shall terminate on the **31 March 2017**.

Please liaise with the newly appointed airport management company.

Yours faithfully,

  
**Inati Ntshanga**  
CEO

Board of Directors: G N Motswena (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
Rahams, B P B Olose, R Ntshani (India), J N Nkabinde, P Ramosebudi, G R Sibiyi

Executive Secretary: M Gie  
Executive Director

**PAID**

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140489

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# STANDARD SERVICE LEVEL AGREEMENT

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Service Level Agreement

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**Halcyon (Pty) Ltd**

**T/A Pilanesburg Airport Management Company**

Registration Number: 2011/115752/07

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : North West Province Airport Operations – Mahikeng  
is valid from : 15 April 2017 until 15 April 2020  
and replaces : Nil

## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.

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- 1.2 **Malcygen (Pty) Ltd T/A Pilanesburg Airport Management Company** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated in North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;

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3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;

3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered ~~necessary or possible~~ to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that -

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- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

## **6 DOCUMENTS FOR GROUND HANDLING**

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

## **7 SCHEDULED FLIGHTS**

- 7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.
- 7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate

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to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

#### **8 EXTRA FLIGHTS**

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

#### **9 PRIORITY**

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

#### **10 EMERGENCY ASSISTANCE**

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

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10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

#### 11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

#### 12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.1.3 Three (3) Cleaners/Gardeners

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12.2 The abovementioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper

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rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement; save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

#### 16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

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- 16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

## 17 STANDARD OF WORK

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.

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17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

#### **18. PERFORMANCE MEASUREMENT**

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

#### **19. PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.

19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.

19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.

19.4 The delay penalties shall be set off from the Handling Company's monthly payment.

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19.5 Penalties (as per the table below) to be applied per incident.

Table 1

<b>Delay (Minutes)</b>	<b>Applicable Penalties</b>
<b>11-20</b>	<b>20% of handling fee</b>
<b>21-30</b>	<b>30% of handling fee</b>
<b>31-40</b>	<b>40% of handling fee</b>
<b>41&gt;</b>	<b>100% of handling fee</b>

## **20 REMUNERATION**

20.1 In consideration of the management Company providing the services, the North West Provincial Government agrees to pay to the Management Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

## **21 ACCOUNTING AND SETTLEMENT**

21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.

~~21.2 When invoicing the Carrier for services rendered in terms of this Agreement~~ the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.

21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.

21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall

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effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment falling which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

22.1 All references in this clause referring to:

22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;

22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and

22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

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22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

- **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and
- **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the

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Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

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22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

### 23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

### 24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 15 April 2017 and shall remain in operation for five (3) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination

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of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

## **25 TERMINATION**

25.1 The Carrier & the North West Provincial Government may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

## **26 APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

## **27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

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**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract-varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

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**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**32 SETTLEMENT OF DISPUTES**

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

**33 SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such

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invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

#### 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

#### 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

##### **SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:

2nd Floor, Block E Offices

Airways Park, 1 Jones Road

OR Tambo International Airport

Postal Address: P. O. Box 101

O.R. Tambo International Airport

1627

##### **Pilanesburg Airport Management Company**

Physical Address: 21 Main Street, Noordhoek Building

Mahikeng

North West Province

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Postal Address:

### 36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, ~~vis~~ major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

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36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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## 38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at PRETORIA on this 28 day of March 2017 in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

Quatshing

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS**

**AIRWAYS SOC LIMITED**

Name: Inati Ntshanga

Designation: Chief Executive Officer

WITNESS 2. \_\_\_\_\_

SIGNED at MAHLKENG on this 29 day of MARCH 2017 in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

Dube

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **Halcyon (Pty) Ltd T/A**

**Pilanesburg Airport Management Company**

WITNESS 2. \_\_\_\_\_

Name: NOTHANDO DUBE

Designation: Director

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**ANNEXURE 2 OF ANNEX B****GROUND HANDLING & FACILITIES MANAGEMENT SERVICE LEVEL  
AGREEMENT**

between

**Halcyon (Pty) Ltd**

**T/A Pilanesburg Airport Management Company**

Registration Number: 2011/115752/07

(hereinafter referred to as "the Handling Company")

and

**SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD**

Registration Number: 1990/007412/30

(hereinafter referred to as "the Carrier")

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1. **PREAMBLE**

- 1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.
- 1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. **OPERATING FRAMEWORK**

- 2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.
- 2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.
- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier' flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.

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2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.

2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:

2.1.6.1 The Carrier

2.1.6.2 The Handling Company

### **3. SERVICE KEY PERFORMANCE INDICATORS**

3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:

3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:

A. the passengers from the relevant flight are deboarded and offloaded from the said flight;

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3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.

3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### **4. COMMUNICATION**

4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.

4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### **5. FLIGHTS ARRIVAL**

5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated

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parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

**6. ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:
- A. Wheelchair users; and
  - B. Mothers travelling with infants.

**7. IRREGULAR OPERATIONS**

- 7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:
- 7.1.1 Flight diversions
  - 7.1.2 Delays and calling of passengers
  - 7.1.3 Denied boarding due to weight restriction
  - 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
  - 7.1.5 Issuance of Meal Vouchers;
  - 7.1.6 Hotel bookings;
  - 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

**8. AUDIT ON TRAINING REQUIREMENTS**

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary

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	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.		
<b>Baggage Handling</b>	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
<b>Incident Reporting</b>	Immediately upon occurrence.	S	100%

HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	<ul style="list-style-type: none"> <li>- Adhoc additional Services for 3<sup>rd</sup> party (NWPG)               <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fuel Contracting/ Management</li> </ul> </li> </ul>	R	100%

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	<ul style="list-style-type: none"><li>• Fire Truck lease</li><li>• Adhoc operational services</li></ul>		
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\* S = Standard Service R= On Request



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## Business Integrator Online

28 June 2017

To whom it may concern

This serves to confirm that the following payment was made through Business Integrator Online:

Payment made by: **ABSA CORPORATE BANK**  
 Amount: **R15,550,000.00**  
 Transaction Date: **28 June 2017**  
 Payment made to: **PILANESBURG AIRPORT MANAGEMENT (HALCYGEN)300321023**  
 Beneficiary Bank Name: **FIRST NATIONAL BANK**  
 Beneficiary Account Number: **62689952317**  
 Beneficiary Branch Code: **240340**  
 Description on Beneficiary Statement: **DEPARTMENT OF COMMUNITY SAFE**  
 Trace reference number: **27899046202620170628**  
 Additional comments by payer:

Details of this payment may be confirmed by contacting the Transactional Banking Contact Centre during office hours on 086 000 7070.

### Absa Business Bank - Transactional Banking

3rd Floor, Absa Towers West, 15 Troye Street Johannesburg 2001, PO Box 7735 Johannesburg 2000  
 Telephone Contact Centre 086 000 7070

#### Office Hours:

07:30 to 17:00 Monday to Friday and 07:30 to 10:30 on Saturdays  
[ebankingsupport@absa.co.za](mailto:ebankingsupport@absa.co.za)

Swift - Address: ABSA ZA JJ

### DISCLAIMER

Information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom we have addressed the communication and others authorised by us to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. If you are not the intended recipient of this e-mail or facsimile communication (or such person's authorised representative), then:

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- you may not print, store, forward or copy this message or any part thereof or disclose or cause information in this message to be disclosed to any other person.

We are not liable for the improper or incomplete transmission of the information contained in this communication, or for any delay in its receipt. We are not liable for any harm or loss resulting from malicious software code or viruses in this communication or its attachments, including data corruption resulting therefrom. Any advice or information contained in this communication is subject also to any governing agreement between us. Only duly authorised staff acting within the scope of their authority are able to bind Absa contractually. Unless expressly indicated as such, nothing in this communication constitutes an offer, warranty or representation from us.

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Member of the BARCLAYS Group  
 Ed van der Merwe

Absa Bank Limited, Reg No 1986/004794/06

Directors: G Griffin (Chairman), M Ramos (Group Chief Executive), C Beggs, YZ Cuba, SA Fakie, MJ Husain, PA Clarkson (British), R La Blanc (British), PB Mallare, TM Mokgosi-Mwambi, EC Mordlane (Jr) (Mozambican), TS Munday, SG Pretorius, \*DWP Hoehnott, AV Vaswani (Singaporean), LL van Zeuner, BJ Willemsse.

\*Executive Directors

Secretary: NR Druiman

Authorised Financial Services Provider - Registered Credit Provider Reg No NCRCP7

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Department:  
Community Safety & Transport Management  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



# OFFICE OF THE CHIEF FINANCIAL OFFICER

Second Floor, Tirelo Building  
Albert Luthuli Drive  
Mafikeng, 2745  
P/Bag X 19 Mmabatho 2735  
Tel: +27 (18) 200 8025

Enq: Ms. F.O Nakedi  
Tel: (018) 200 8024 / 072 147 4122

THE MANAGER  
ABSA Bank  
Mahikeng  
2745

Date: 2017/06/28

Attention: Lerato Qoma

Kindly pay the following amount into the Pilannesburg Airport Management account as follows:-

- ✓ Fifteen Million, five hundred and fifty thousand only R15,550,000.00--

Route marketing subsidy for Pilannesburg International Airport (Airport Operation Cost in Pilannesburg):  
Community Safety and Transport Management and is to be paid into the following banking details:-

Account Holder	:	Pilannesburg Airport Management (Halcyon) 300321023
Account Number	:	62689952317
Bank	:	First National Bank
Branch Code	:	240340

The amount is to be paid from our Departmental Banking Details as follows:-

Bank	:	ABSA Bank
Branch	:	Bathopele Branch
Account Number	:	4085956636
Branch Code	:	634-540

<b>REFERENCE FROM</b> Department of Community safety & Transport Management	<b>REFERENCE TO</b> Pilannesburg Airport Management (Halcyon) 300321023
---	---

Hope you will find all in good order.

.....  
Ms. Leagiso Motshumi  
Deputy Director: Budget

Approved / Not Approved

.....  
Ms. K Phatudi  
Chief Financial Officer

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"Together We Move Bokone Bophirima Province Forward"

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Department:  
Community Safety & Transport Management  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

## PAYMENT FLOW AND QUERY SHEET

RECEIVING	
Ref No: <u>0580/7159</u> (Order/ID/Co no.)	<div>DEPARTMENT OF COMMUNITY SAFETY &amp; TRANSPORT MANAGEMENT RECEIVED  2017 -06- 26  FINANCE DIRECTORATE</div>
NAME <u>Lethagongola</u>	
SIGN <u>[Signature]</u>	
DATE <u>26/06/2017</u>	

COMPLIANCE & PRE-AUDIT	
NAME <u>Mavis</u>	<div>COMMENTS/QUERIES</div> <div>COMPLIANCE</div> <div>SIGNATURE: <u>[Signature]</u></div>
SIGN <u>[Signature]</u>	
DATE <u>2017/06/26</u>	

REMITTANCE	
NAME <u>Agnes</u>	<div>COMMENTS/QUERIES</div>
SIGN <u>Amatjane</u>	
DATE <u>27/06/17</u>	

FILING	
File Ref No: _____	<div>PAID</div>
NAME _____	
SIGN _____	
DATE _____	

lost

## SOUTH AFRICA



**NORTH WEST  
PROVINCE**

N.V.

**B** : Payment Copy

## ORDER

Supplier Code: 9021823

Order Number: 17159P000000

*[Faint handwritten notes at the bottom of the page]*

P.O. Box 2587, Lusitania,  
24 Impela Str, Goldview, Matikong  
Gold View

745

Requisition Number: 44-38861-1  
DEPARTMENT OF COMMUNITY

SAFETY & TRANSPORT HANDBOOK

PI BAG X 19, MMABATHO, 1735

2017-06-21

PROVINCE OF THE NORTH WEST  
REPUBLIC OF SOUTH AFRICA  
REPUBLIC OF SOUTH AFRICA

Subject to the conditions on the back hereof, please supply the under mentioned goods / services for which purpose a rail warrant is attached.

Deliver to		Rail Warrant Number	
Invoice to		FOR	
Postal Address		Order Date	20170621
Rail Destination		Delivery Date	20170621
Telephone Number			

Item No.	Description / Allocation	Quantity	Units	Unit Price (Inc. VAT)	Total Line Amount
ROUTE MARKETING SUBSIDY FOR PILANESBURG INTERNATIONAL AIRPORT (AIRPORT OPERATIONS COST IN PILANESBURG)					
0503344309193710000020000180002200055	*****			*****	15.550.000.00

U R D C of CHINA

COMPLIANCE

SIGNATURE

DEPARTMENT OF SECURITY & TRANSPORT  
RECEIVED

2017 - 06 - 20

~~FINANCE DIRECTORATE~~

PAID

DB 1101406

Cheque Number

30-06-2017

Cheque Date

**Total of  
Order**

I certify that on ..... the above mentioned order has in every respect, been properly executed, that the goods are correct according to specifications and that they have been received in good condition.

I certify that the above order is in agreement with the invoices, that the charges are according to agreement or tariff fair and reasonable and that payment can be made.

Signature

Signature \_\_\_\_\_

Admin clerk

Designation

Date \_\_\_\_\_

*[Signature]*

— — — — —

SA

.....  
 Designation

2017/06/2

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# DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT

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## PROCUREMENT REQUISITION/CONTROL FORM

DIRECTORATE: 30019

Pilanesberg Airport  
Management Company  
P. O. Box 4587  
Mmabatho

REQUISITION NO: 30019-6

### DESCRIPTION OF GOODS/SERVICE(S) Part 1

Route Marketing Subsidy for Pilanesberg International Airport  
Airport Operations cost  
in Pilanesberg

QUANTITY

TENDERS AND/OR QUOTATIONS  
SUPPLIER 1 SUPPLIER 2 SUPPLIER 3

Pilanesberg  
Airport

R 15 550 000.00

R

R

15 550 000.00

REQUESTED BY: D. BAKGAKI

TEL: 018 385 1059

### ACCOUNTING CONTROL KEY

SEGMENT TYPE	CODE	BUDGET
ITEM (I)	03044	ORIGINAL BUDGET
OBJECTIVE (O)	30019	BUDGET
RESPONSIBILITY (R)	30190	EXP. TO DATE
VS (F)	00038	COMMITMENT
PROJECT (P)	00018	BALANCE
ASSETS (A)	00022	EXPENDITURE APPLIED
REGIONAL IDENTIFIER (M)	00058	AVAILABLE BUDGET
INFRASTRUCTURE	00894	31

### LOGISTIC CONTROL OFFICE

LOGISTIC OFFICIAL

FULL NAMES: Chitamebe Tlope

SIGNATURE: Chitamebe

DATE: 21/6/2017 TEL NO: 8414

PREPARED BY (FULL NAME):

BAKANG MATILO

NATURE: [Signature]

TEL NO: 014 552 1261

APPROVED BY: [Signature]

NATURE: [Signature]

TEL NO: 018 385 1059

DATE 31/05/2017

05E017159P  
ORDER NUMBER

PART 4

LOGISTIC APPROVAL

FULL NAMES: Carol Motshabane

SIGNATURE: [Signature]

DATE 31/05/2017

### AUTHORISATION BY BUDGET CONTROL OFFICE

BUDGET AVAILABLE: YES

NAMES: Thabane Allen

10/6/17

10/6/17

APPROVED BY: HOD/CFO/SCM/DEM

NAMES: B. [Signature]

NATURE: [Signature]

APPROVED: 14/06/17

TEL: 018 385 8001

DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT  
BUDGET CONTROL OFFICE

2017-06-12

BUDGET APPROVAL STAMP  
APPROVED SIGNATURE: [Signature]  
PROVINCE OF THE NORTH WEST  
REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRICA

### DISTRIBUTION OF GOODS

DISTRIBUTED BY (SIGNATURE):

FULL NAMES:

DATE:

RECEIVED BY (SIGNATURE):

FULL NAMES:

DATE:

TEL:

TEL:

PART 5

PAID

NB: Requisition for purchase/s.

Will not be processed unless the above details have been properly filled.

55t



**Pilanesberg**  
Airport Management Company  
Halcyon (PTY) LTD to Pilanesberg Airport Management Company  
Address: 21 Main Street, Noordhoek Building, 2nd Floor, Office #8  
Postal: PO Box 4587, Minabatho, North West, 2735  
Email: pilanesburgamc@gmail.com  
Cell: +27 78 092 6868

Client Name	Northwest Department of Community Safety & Transport	Start Date	22-May-2017	Invoice No.	1
Client Phone	0183819100	End Date	22-May-2017	Account No.	NWCST001
Client Address	Safety House 31324 Molopoe Road, Mahikeng, 2735	Supplier No.		Invoice Date	22-May-2017

1	Service Service	Route Marketing Subsidy Airport Operations Cost	4,550,000.00 11,000,000.00	4,550,000.00 11,000,000.00
---	--------------------	--	-------------------------------	-------------------------------

Bank Name: FNB  
Branch: Mahikeng  
Branch Number: 240340  
Account Type: Business Cheque  
Account No: 626 8995 2317  
Account Name: Halcyon (PTY) LTD  
Ref: Client Invoice Number

Subtotal	ZAR 15,550,000.00
VAT	ZAR 0.00
Total	ZAR 15,550,000.00
Deposits	ZAR 0.00
	ZAR 15,550,000.00



**PAID**

bst



## DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT

## PROCUREMENT CHECKLIST

SUPPLIER NAME: Hakugen (Pty) LtdORDER NUMBER: 052016 17159P

FILE NO



NB: The user is required to tick the appropriate box and sign the checklist

## STAGE ONE (Demand Unit)

Verification of goods/services required as per procurement plan

Description	YES	NO	N/A
Route Marketing Subsidy for Planesberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inter Airport in Planesberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 01.06.2017

## STAGE TWO (Acquisition Unit)

1. Verify validity of contracts

2. If YES check if the quotation is as per the contract terms, conditions and pricing

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 02/06/2017

## STAGE THREE (ACQUISITION MANAGEMENT)

1. Obtain minimum number of three quotations

2. Pro quote quotations

3. Manual quotations

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4 Deviation attached for less than three quotations

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5 Verified the tax status on the SARS website/Original or certified valid Tax clearance Certificate for above R30 000

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6 SBD 4 form completed and attached

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7 SBD 8 form completed and attached

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 SBD 9 form completed and attached

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 SBD 6.2 form completed on Furniture or textile

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10 Certified BBBEE certificate

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. Company registration certificate for payment above R30 000.00

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. 80/20 evaluation process done for payment above R30 000.00

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 2017/06/12

## STAGE FOUR (Programme manager)

1. Three quotations attached

2. Verify validity of contract/Amount within the original contract amount

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Variation approved by the HOD

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 02/06/2017

## STAGE FIVE (Budget Control Unit)

1. Correctness of allocation code verified

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Availability of budget &amp; cash-flow verified

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 12/06/17

## STAGE SIX (Asset Management)

1. Confirmation of Asset Item Code allocation

2. Confirmation of Asset classification. (Minor)

3. Confirmation of Asset classification. (Capital)

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: [Signature]Date: 12.06.2017


PAID

b5t

Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Tuesday, February 13, 2018 at 9:52

### Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011 / 115752 / 07  
Enterprise Name: HALCYGEN

  
Companies and Intellectual  
Property Commission  
a member of the dti group

#### ENTERPRISE INFORMATION

Registration Number: 2011 / 115752 / 07  
Enterprise Name: HALCYGEN (PTY) LTD  
Registration Date: 14/09/2011  
Business Start Date: 14/09/2011  
Enterprise Type: Private Company  
Enterprise Status: In Business  
Compliance Status: Compliant  
Financial-Year End: February  
TAX Number: 9292386183  
Addresses:

#### POSTAL ADDRESS

PO BOX 4587  
MMABATHO  
MMABATHO  
NORTH WEST  
2735

#### ADDRESS OF REGISTERED OFFICE

34 IMPALA STREET  
GOLF VIEW  
MAHIKENG  
NORTH WEST  
2745

#### ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
OUBE, NOTHANDO	Director	7803190318089	0.00	0.00	14/09/2011	Postal: P O BOX 4587, MMABATHO, MMABATHO, NORTH WEST, 2735  Residential: 34 IMPALA STREET, GOLF VIEW, MAFIKENG, NORTH WEST, 2745

#### AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
--------------	------	--------	---------------------	---------------------	---------------

Profession Number:

#### CHANGE SUMMARY

2011-09-14 Registration of CC/CO on 14/09/2011.  
Registe/Amend of CC/MPY  
2015-09-15 Status changed to Unknown.  
Annual Return Non Compliance - In Process of Deregistration Last Payment for AR Year/Month is 2012/9.  
2016-09-09 Email Notification that Annual Return is due was sent on 09/09/2016.  
E-Mail sent to CHRISTIAN GOUWS for 2016

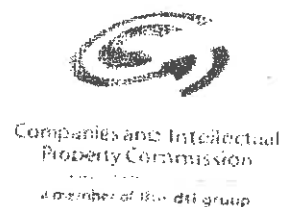




**Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Tuesday, February 13, 2018 at 9:52**

**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2011 / 115752 / 07  
Enterprise Name: HALCYGEN



2017-02-20 Status changed to Unknown.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 564028434

2017-03-23 Member Change on 23/03/2017.  
Director NOTHANDO DUBE was added

2017-03-23 Member Change on 23/03/2017.  
Director CHRISTIAN GOUWS details was Changed

2017-03-25 Registered Address Change on 25/03/2017.  
34 IMPALA STREET GOLF VIEW MAHIKENG NORTH WEST 2745

2017-09-11 Email Notification that Annual Return is due was sent on 11/09/2017.  
E-Mail sent to NOTHANDO DUBE for 2017



bst

Page 2 of 2

Physical Address  
the dti Campus - Block F  
77 Meintjies Street  
Sunnyside 0001

Postal Address: Companies  
P O Box 429  
Pretoria  
0001

Docex: 256  
Web: [www.cipc.co.za](http://www.cipc.co.za)  
Contact Centre: 086 100 2472 (CIPC)  
Contact Centre (International): +27 12 394 9500



## Vendor Inquiry

039 / BSAP039D

Supplier...: 300321 023  
 Trading nm: Pilanesberg Airport Management Company  
 Name.....: HALCYGEN  
 Address 1: P.O.Box 4587, Mmabatho,  
 Address 2: 34 Impala Str, Golfview, Mafikeng  
 Address 3: Golf View  
 City.....: Mafikeng

Short name...: HALCYGENHA

Fax.....:  
 Postal code: 2745

Phone: 0780926868

Payee.....:

Contact:

VAT/Id nbr.: 2011/115752/07

Type...: P

Bank cd...: EFT

Minority supp:

Status: A

Bank nm.....: ELECTRONIC FUNDS TRANSFER

Create dt: 2017/06/07

Last acty...: 2017/06/27

Last updated: 2017/10/08

Terms.....:

Bank: FB Brnch:

Delay day net: 000

Delay day disc:

Commodity groups:

Nbr...: 240340

Account Nbr...: 62689952317

MORE DATA AVAILABLE

Next transaction 039

Security

Status: WARNING

SC / BS05

F=Help

F2=Next txn

F3=Exit

F4=Prompt

F5=Hold txn

F6=Change sys

F8=

F9=

F10=

F11=

F12=Main menu



bst



## Invoices per Order Enquiry

Z47 / BSAPZ47

PO Number: 05 E017159

Vendor: 300321 023

HALCYGEN

Dupl Rel Invoice Number  
P 00 0000 05 1Amount  
15,550,000.00St. Cheque nr. Cheque Date  
C 00005036093 2017/06/27

Running Total: R15,550,000.00

Next transaction Z47

Security

=Help

F2=Next txn

F3=Exit

=

F8=

F9=

Status: COMPLETE

SC / BS05

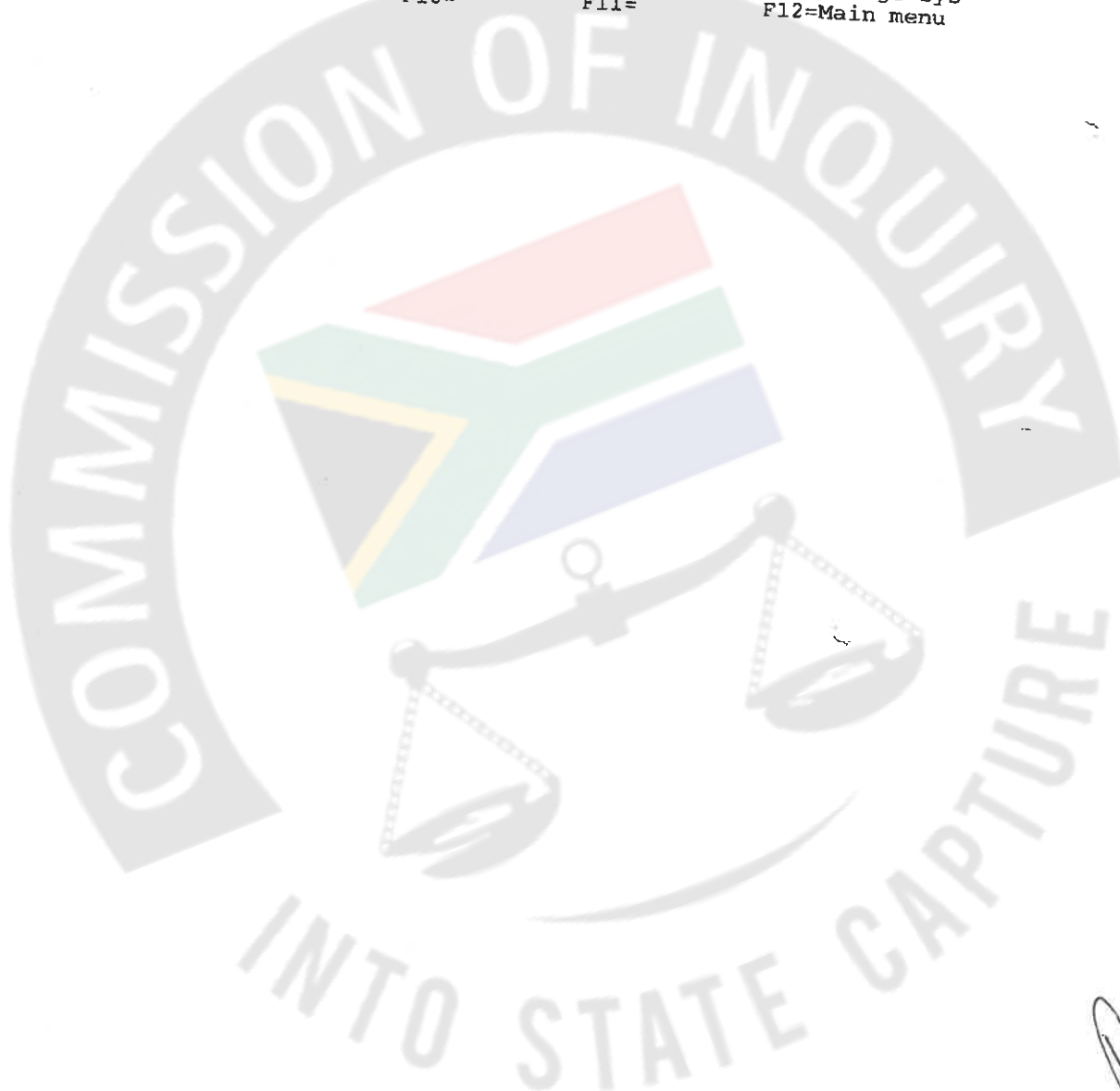
F4=Prompt

F5=Hold txn

F6=Change sys

F11=

F12=Main menu



bst

## Purchase Order Line

011 / BSP0011A

Action..... N  
 Supplier Code..... 300321 023 Asset number (AIK):  
 Order number..... 05 E017159 P 00 0000  
 System Requisition Number..... Req Line Nbr.....  
 Allocation (ACK)..... 05 03044 30019 30190 00038 00018 00022 00058 00031  
 Delivery Location..... SA EXPRESS / HTR: INFRAS / DIV: AIRPOR / VOTED FUND  
 Delivery date..... 30190 Suspence ACK Ref..  
 Stockroom..... 2017/06/21 Line Code..... GEN  
 Line nbr..... 1 Material..... UOM..... UOM Type.....  
 Quantity..... 0000 U/P..... R. 00000  
 Details..... ROUTE MARKETING SUBSIDY FOR PILANESBURG INTERNATIONAL  
 AIRPORT (AIRPORT OPERATIONS COST IN PILANESBURG)

Amount..... 15,550,000.00

Insp?..... N Insp Type.....

Annual Requisition Number..... 30019/6

Vat Category.....

Next transaction 011

F1=Help

F2=Next txn

Security

F3=Exit

F9=

F4=Prompt

F10=

Status: COMPLETE

SC / BS05

F5=Hold txn

F6=Change sys

F11=

F12=Main menu

COMMISSION OF INQUIRY

INTO STATE CAPTURE

bst

4U001  
RP007BS

CONTACT PERSON : MOOKI TONG  
INSTALLATION DESCRIPTION : NW: COMM SAFETY & TRANSPORT MAN  
LOCATION DESCRIPTION : NW: COMM SAFETY & TRANSPORT MAN

NW: COMM SAFETY & TRANSPORT MAN  
PAYMENT STUB

PAYMENT STUB 27.06.2017\_19.txt

PAYEE NAME : PILANESBERG AIRPORT MANAGEMENT C  
PAYMENT ADDRESS : P.O. BOX 4587, MMABATHO  
34 IMPALA STR, GOLFVIEW, MAFIKEN

0000

SOURCE DOC  
NUMBER

051

PURCHASE ORDER  
NUMBER

05E017159P

PAYMENT  
NUMBER

002402460 AP

FUNCTIONAL  
AREA

USER

AMOUNT

APWLR

TOTAL

15,550,000.00

15,550,000.00

DISBURSEMENT NUMBER: 1101406

NEW ACTION DATE: 30/06/2017

MENT WAS RE-ROUTED TO A CREDIT TRANSFER.

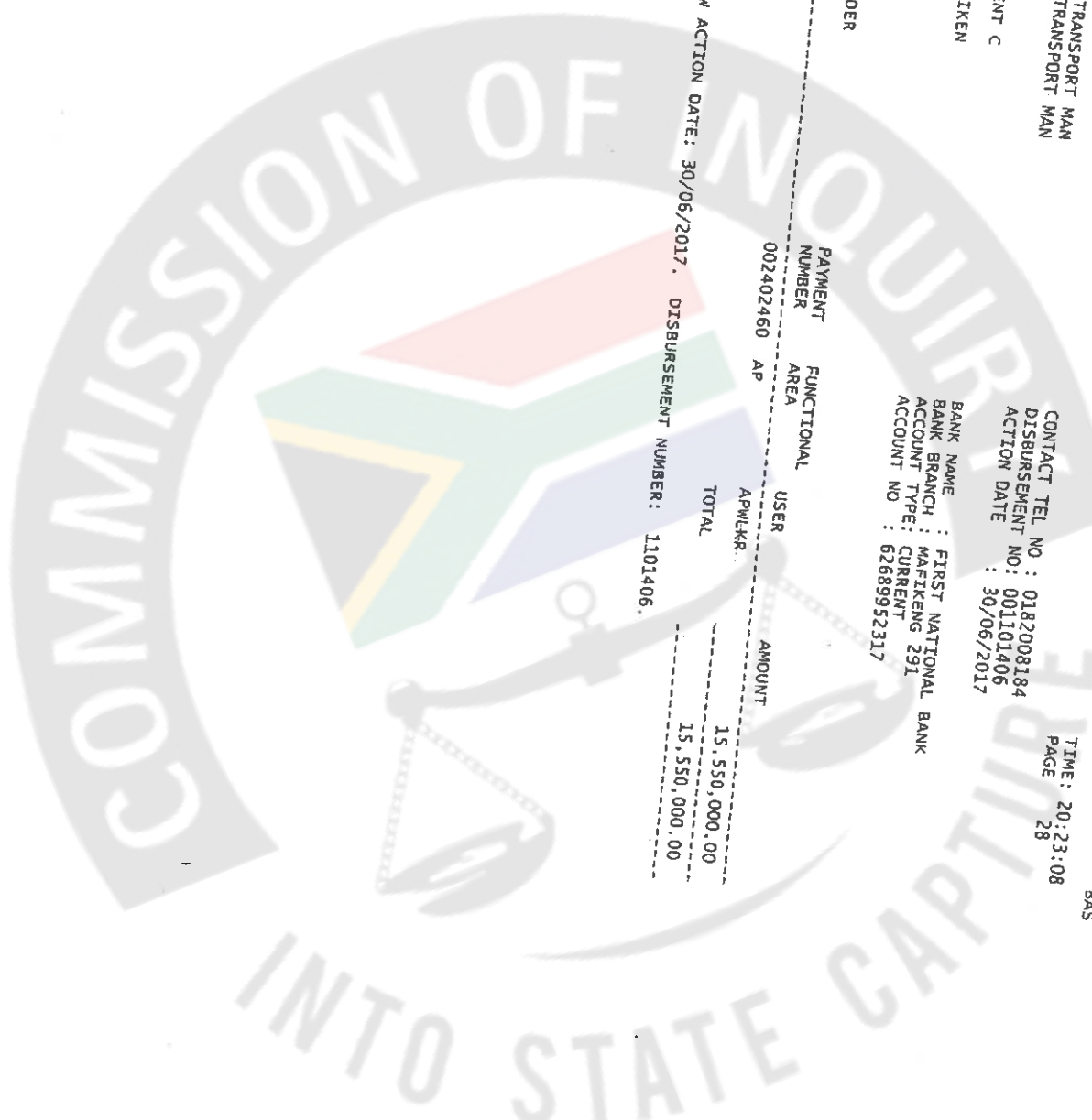
BANK NAME : FIRST NATIONAL BANK  
BANK BRANCH : MAFIKENG 291  
ACCOUNT TYPE : CURRENT  
ACCOUNT NO : 62689952317

CONTACT TEL NO : 0182008184  
DISBURSEMENT NO: 001101406  
ACTION DATE : 30/06/2017

TIME: 20:23:08  
PAGE 28

BAS

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259

REPUBLIC OF  SOUTH AFRICA

**NORTH WEST PROVINCE**

N.V.

2643051

**B : Payment Copy**

## ORDER

Page

Supplier Code: 9021828

Order Number: 17154P000000

Requisition Number: 6896-6-1-UNCLY

SAFETY & TRANSPORT MANAGEMENT

PI BAG X 19. MMABATHO. 1735

2017-06-21

PROVINCE OF THE NORTH WEST  
REPUBLIC OF SOUTH AFRICA  
REPUBLIC VAN SUID-AFRIKA

Subject to the conditions on the back hereof, please supply the under mentioned goods / services for which purpose a rail warrant is attached.

Deliver to		Rail Warrant Number	
Invoice to		FOR.	
Postal Address		Order Date	20170621
Rail Destination		Delivery Date	20170621
Telephone Number			

Item No.	Description / Allocation	Quantity	Units	Unit Price (Inc. VAT)	Total Line Amount
	ROUTE MARKETING SUBSIDY FOR PILANESBURG INTERNATIONAL AIRPORT (AIRPORT OPERATIONS COST IN PILANESBURG)				
	*****				

SECRET

COMPLIANCE

SIGNATURE:

DEPARTMENT OF SECURITY & TRANSPORTATION  
RECEIVED

2017-06-20

~~FINANCE DIRECTORATE~~

PAID

DB 1101406  
Cheque Number

30-06-2017  
Cheque Date

Total of Order	240,550,000,000
----------------	-----------------

I certify that on ..... the above mentioned order has in every respect been properly executed, that the goods are correct according to specifications and that they have been received in good condition.

I certify that the above order is in agreement with the invoices, that the charges are according to agreement or tariff fair and reasonable and that payment can be made.

B. Cheene  
Signature

Admin clerk 26/06/17

Signature

SA  
Destination

2017/06/2



# Julian Knight and Associates Inc.

## Attorneys

**MS M MOCHOELE**  
**GM LEGAL, RISK AND COMPLIANCE**  
**SA EXPRESS**

FAX NO. 011 978 5578

129 Murray Str  
 Brooklyn  
 0181  
Pretoria

P. O Box 345  
 Pretoria  
 0001  
R.S.A.

Tel : (012) 346 3853/  
 : 346 1463  
 Int. : +2712 346 3853  
 Fax : (012) 346 6852  
 Direct Fax : 086 616 6498  
 Internet Add:  
[knights@mweb.co.za](mailto:knights@mweb.co.za)  
[www.knight.co.za](http://www.knight.co.za)  
 Reg. No. 97/020154/21  
 Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 4 APR 2017

Dear Madam

### KORENEKA TRADING & PROJECTS CC MAFIKENG AIRPORT

We refer to the above matter and to the roundtable meeting held at Mafikeng Airport on the 3<sup>rd</sup> April 2017.

We confirm that in attendance at the meeting was your Dave Allenby and Maureen Jacobs together with the Airport Manager, our client and the writer.

We confirm the verbal advices given by Mr Dave Allenby that SA Express has an agreement with the North-West Government.

The North-West Government had in turn appointed a new company by the name of MAMCO to do the ground handling and Airport Administration at the Airport.

Mr Allenby advised that SA Express had sent a letter of termination to Valotech Facilities Management who had accepted the termination.

The writer advised the meeting that although Valotech had been appointed in terms of a contract with SA Express Airways, they had in fact never done any work in terms of the contract and that the work had been performed by our client Koreneka, who is currently performing such work in terms of the Agreement. The instruction to do the work on behalf of this company had been at the request of the Chief Executive Officer of SA Express Mr Ntshanga and the General Manager Mr Brian Van Wyk.

We furthermore confirm having advised the meeting that currently deployed to the Airport by our client are 25 employees together with equipment, motor vehicles and office furniture.

*bst*

We furthermore confirm having advised that our client was phoned by the new company requesting the details of our staff component, prior to the purported cancellation.

You will no doubt be aware of the fact that the letter of cancellation dated the 16<sup>th</sup> March 2017 of the Ground Handling Agreement entered into between our client and South African Express Airways was declared unlawful and was set aside by Her Madam Justice Hughes under Case No. 20707/17.

We furthermore confirm that the contract that our client currently has with SA Express in respect of the Pilanesburg Airport is unaffected by the appointment by the North-West Province of a new service provider.

We furthermore confirm the undertaking by our client that they will continue to render a service to the Mafikeng Airport until such time that this matter is formally resolved.

We confirm that the meeting ended with the resolution that a proposal would be put to our client in writing relating to the termination of the de facto Agreement that exists and has existed for the last two years.

We furthermore wish to bring to your attention that our client has subsequently been informed that the New contract entered into to render services was in fact signed by your previous CEO Mr Ntshanga and MAMCO and not the North-West Government.

We furthermore are advised by client that members of the newly appointed company are attempting to solicit our client's employees which is contrary to the agreement reached at the meeting yesterday.

In the circumstances, we await your advices and proposals as a matter of Urgency.

Our client's rights however remain reserved.

Yours faithfully

  
**JULIAN KNIGHT**

  
bst

" P "

2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

**sa express**  
we fly for you

Julian Knight and Associate Inc.  
129 Murray Street  
Brooklyn  
Pretoria

11 April 2017

Attention: Mr. J. Knight  
Per email: knights@mweb.co.za

Dear Mr. Knight

**Re: KORENEKA PROJECTS AND TRADING CC (Koreneka) – MAFIKENG AIRPORT**

We refer to the above matter, your letter dated the 4<sup>th</sup> April 2017, and wish to confirm the following:

- SA Express operates flight services into Mafikeng and Pilanesburg Airports, which services commenced in 2015, in terms of an agreement concluded between SA Express and the North West Department of Community Safety and Transport Management (the Department);
- On the strength of the agreement with the Department, SA Express concluded a ground handling services agreement with Koreneka, for the Pilanesburg Airport;
- SA Express has never entered into a ground handling services agreement with Koreneka, for the Mafikeng Airport;
- Koreneka rendered ground handling services (the services) at Mafikeng Airport in 2015 and 2016, albeit without a contract with Sa Express;
- SA Express has since been informed that the Department has appointed a company by the name of Roucom Systems, trading as Mafikeng Airport Management Company (MAMCO),



bst

Board of Directors: G N Mothema (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
Abrahams, B P B Dibate, R Ntshani (India), J N Nkabinde, P Ramosebudi, G R Sibiyi

Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499

to provide airport management and ground handling services at Mafikeng Airport with effect from the 1<sup>st</sup> April 2017;

- Therefore, SA Express has no option but to conclude an SLA with MAMCO, for the ground handling services at the Mafikeng Airport, effective the 1<sup>st</sup> April 2017; and
- We had a meeting with representatives from the Department and MAMCO on the 10<sup>th</sup> April 2017, where the representative from the Department confirmed that they are currently processing payment of your client's invoices.

We strongly dispute your allegations that Mr. Allanby advised, at the meeting held on the 3<sup>rd</sup> April 2017 at the Mafikeng Airport, that Koreneka performed work in terms of "the agreement". Mr. Allanby maintained throughout the said meeting that there was never any agreement concluded with Koreneka for services at the Mafikeng Airport.

Further, we would like to confirm that we cannot get involved in the issues between your client and MAMCO, in as far as the Mafikeng Airport is concerned, and suggest that your client deals directly with MAMCO, in this regard.

With regard to the ground handling services agreement between SA Express and Koreneka for the Pilanesburg Airport, we confirm that same is currently in force, and that we will be sending a separate communication in respect thereof, in due course.

We trust that this provides clarity on SA Express' position in as far as this matter is concerned.

Failure to respond to each and every aspect of your letter, does not in any way constitute an admission on our part.

Our rights are fully reserved.

Yours faithfully

  
**Merriam Mochoele**

**GM Legal, Risk and Compliance**

bst



# Julian Knight and Associates Inc.

## Attorneys

SA EXPRESS  
2<sup>ND</sup> FLOOR E BLOCK OFFICES  
AIRWAYS PARK  
1 JONES ROAD

BY HAND

129 Murray Str  
Brooklyn  
0181  
Pretoria

P. O Box 345  
Pretoria  
0001  
R.S.A.

Tel : (012) 346 3853/  
346 1463  
Int. : +2712 346 3853  
Fax : (012) 346 6852  
Direct Fax : 086 616 6498  
Internet Add:  
[knight@mwweb.co.za](mailto:knight@mwweb.co.za)  
[www.knight.co.za](http://www.knight.co.za)  
Reg. No. 97/020154/21  
Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 13 APR 2017

Dear Sir

### KORENEKA TRADING & PROJECTS CC MAFIKENG AND PILANESBURG AIRPORT

We refer to the above matter and acknowledge receipt of your letter to us of the 11<sup>th</sup> instant the contents whereof are noted.

Our failure to deal with each and every allegation contained in your letter must not be construed as an admission to the content thereof. Our client reserves the right to reply thereto more fully at the appropriate time and in the appropriate forum.

We wish however to point out that although our client does not have a written Ground Handling Services Agreement with SA Express for Mafikeng Airport, they nonetheless were requested to by Mr Brian Van Wyk and Inati Ntshanga of SA Express to perform the duties of Valotech in terms of the Ground Handling Agreement that Valotech had with SA Express.

Our client has since 2015 been conducting the services in terms of "the Agreement" that came into existence albeit that it was not formally reduced to writing.

We would be pleased if you would kindly furnish us with the full details of Roucom Systems trading as Mafikeng Airport Management Company (MAMCO) and more particularly their registration number and contact particulars, as they do not appear to have offices and/or staff currently capable of discharging their duties in terms of the agreement that they now have with SA Express, effective from 1 April 2017.

bst

We confirm that our client is still as of the date of this letter discharging their duties in respect of the Ground Handling and Airport Maintenance at Mafikeng Airport.

We attach under a separate letter our clients outstanding invoices for Mafikeng and Pilanesburg Airport for processing.

Our client's rights in the above regard remain reserved and we await your urgent response.

Yours faithfully

**JULIAN KNIGHT**



bst



2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

Julian Knight and Associate Inc.  
129 Murray Street  
Brooklyn  
Pretoria

11 April 2017

Attention: Mr. J. Knight  
Per email: knights@mweb.co.za

Dear Mr. Knight

**Re: KORENEKA PROJECTS AND TRADING CC (Koreneka) – MAFIKENG AIRPORT**

We refer to the above matter, your letter dated the 4<sup>th</sup> April 2017, and wish to confirm the following:

- SA Express operates flight services into Mafikeng and Pilanesburg Airports, which services commenced in 2015, in terms of an agreement concluded between SA Express and the North West Department of Community Safety and Transport Management (the Department);
- On the strength of the agreement with the Department, SA Express concluded a ground handling services agreement with Koreneka, for the Pilanesburg Airport;
- SA Express has never entered into a ground handling services agreement with Koreneka, for the Mafikeng Airport;
- Koreneka rendered ground handling services (the services) at Mafikeng Airport in 2015 and 2016, albeit without a contract with Sa Express;
- SA Express has since been informed that the Department has appointed a company by the name of Roucom Systems, trading as Mafikeng Airport Management Company (MAMCO),

Board of Directors: G N Molhebe (Chairperson), J Ntshanga\* (Chief Executive Officer), M R Shetty\* (Chief Financial Officer),  
Graham, B P Dabate, R Ntshani (India), J N Nkabinde, P Ramošebudi, G R Sibiyi

Company Secretary: M Gie,  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499

bst

to provide airport management and ground handling services at Mafikeng Airport with effect from the 1<sup>st</sup> April 2017;

- Therefore, SA Express has no option but to conclude an SLA with MAMCO, for the ground handling services at the Mafikeng Airport, effective the 1<sup>st</sup> April 2017; and
- We had a meeting with representatives from the Department and MAMCO on the 10<sup>th</sup> April 2017, where the representative from the Department confirmed that they are currently processing payment of your client's invoices.

We strongly dispute your allegations that Mr. Allanby advised, at the meeting held on the 3<sup>rd</sup> April 2017 at the Mafikeng Airport, that Koreneka performed work in terms of "the agreement". Mr. Allanby maintained throughout the said meeting that there was never any agreement concluded with Koreneka for services at the Mafikeng Airport.

Further, we would like to confirm that we cannot get involved in the issues between your client and MAMCO, in as far as the Mafikeng Airport is concerned, and suggest that your client deals directly with MAMCO, in this regard.

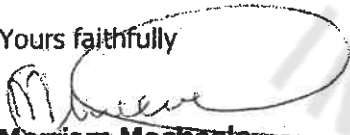
With regard to the ground handling services agreement between SA Express and Koreneka for the Pilanesburg Airport, we confirm that same is currently in force, and that we will be sending a separate communication in respect thereof, in due course.


We trust that this provides clarity on SA Express' position in as far as this matter is concerned.

Failure to respond to each and every aspect of your letter, does not in any way constitute an admission on our part.

Our rights are fully reserved.

Yours faithfully

  
**Merriam Mochoele**  
**GM Legal, Risk and Compliance**

  
bst



" R "

2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero



**sa express**

we fly for you

Julian Knight and Associates Inc.

24 April 2017

129 Murray Street

Brooklyn

Pretoria

Attention: Mr. J Knight

Per email: [knights@mweb.co.za](mailto:knights@mweb.co.za)

Dear Sir

**Re: Koroneka Trading and Projects CC Mafikeng and Pilanesburg Airports**

Our letter dated the 11<sup>th</sup> April 2017, and your response thereto dated the 13<sup>th</sup> April 2017, have reference.

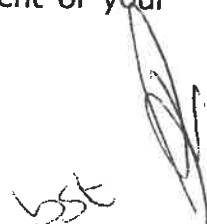
We wish to reiterate the fact that as of 1<sup>st</sup> April 2017, SA Express concluded a ground handling services agreement with MAMCO and that as far as SA Express is concerned, MAMCO is providing ground handling services for SA Express, at the Mafikeng Airport. Therefore, should Koreneka still be providing services at Mafikeng Airport, we confirm that same are not being provided at the instance of SA Express.

We further wish to reiterate the fact that there was never any ground handling services agreement concluded between Koreneka and SA Express, for the Mafikeng Airport, and that the company is still looking into the allegations in your letter, regarding the oral agreement between Koreneka, Brian Van Wyk and Inati Ntshanga.

Please note that any further queries you might have regarding the involvement of your client at the Mafikeng Airport should be directed to MAMCO as follows:

[Info@mafikengairport.co.za](mailto:Info@mafikengairport.co.za)

[ceo@mafikengairport.co.za](mailto:ceo@mafikengairport.co.za)



Board of Directors: G N Molhera (Chairperson), D V Xaba\* (Acting Chief Executive Officer) M R Shelley\* (Chief Financial Officer),  
Abrahams, B P B Dibale, R Nalithani, J N Nkabinde, P Ramosebudi, G R Sibiyi

Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/50  
VAT Reg. No. 4400140499

[coo@mafikengairport.co.za](mailto:coo@mafikengairport.co.za)

Regarding your client's the invoices, kindly note that we are in the process of reviewing same, and will revert by close of business on Friday the 5<sup>th</sup> May 2017.

Yours faithfully

**Merriam Mochoele**

**GM Legal, Risk and Compliance**



bst 2

"S"

# Julian Knight and Associates Inc.

## Attorneys

**MS M MOCHOELE**  
**GM LEGAL, RISK AND COMPLIANCE**  
**SA EXPRESS**

FAX NO. 011 978 5578

129 Murray Str  
 Brooklyn  
 0181  
Pretoria

P. O Box 345  
 Pretoria  
 0001  
R.S.A.

Tel : (012) 346 3853/  
 : 346 1463  
 Int. : +2712 346 3853  
 Fax : (012) 346 6852  
 Direct Fax : 086 616 6498  
 Internet Add:  
[knight@mwweb.co.za](mailto:knight@mwweb.co.za)  
[www.knight.co.za](http://www.knight.co.za)  
 Reg. No. 97/020154/21  
 Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 12 MAY 2017

Dear Madam

**Re: KORENEKA TRADING AND PROJECTS CC : MAHIKENG AND  
 PILANSBURG AIRPORTS**

1. Your letter dated 24 April 2017 refers.
2. Writer has had the opportunity to consult with client in respect to the contents of your abovementioned letter.
3. Our instructions are as follows:
  - 3.1. Your confirmation of the conclusion of a ground handling Services Agreement between yourself and MAMCO in respect to Mahikeng Airport is an unequivocal indication that SA Express has repudiated the agreement between yourself and Koreneka Trading and Projects CC;
  - 3.2. Our client does not accept your aforesaid repudiation and SA Express is notified herewith that Koreneka Trading and Projects CC will continue to render its services and continue to comply with the terms of its agreement with SA Express.
4. Insofar as writer hereof has previously intimated that an oral agreement between SA Express and Koreneka Trading and Projects CC was concluded, it is confirmed that a written contract was indeed concluded.

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5. A copy of the first and last page of the agreement is attached herewith for your information.
6. A copy of this letter will be brought to the attention of MAMCO should MAMCO proceed to usurp the functions of Koreneka Trading and Projects CC in respect to the Mahikeng Airport SA Express will be joined in an application for interdictory relief and punitive cost will be sought against SA Express as well as MAMCO.
7. You are accordingly requested to furnish writer hereof with a written undertaking that you will immediately instruct MAMCO to desist with any attempt to render services in respect to the Mahikeng Airport.
8. Our client's rights remain reserved.

Yours faithfully

**JULIAN KNIGHT**



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A handwritten signature, possibly 'A', is located in the bottom right corner of the page.



# STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA)

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30  
(Hereinafter referred to as "the Carrier")

And

**KORENEKA EVENT MANAGERS**

**T/A KORENEKA TRADING AND PROJECTS**

Registration Number: 2007/051834/23  
(Hereinafter referred to as "the Handling Company")

This Annex  
for the location

: B1.0

is valid from

: North West Province Airport Operations – Pilanesburg and Mahikeng

and replaces

: 01 May 2015 until 30 April 2020

: Nil

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bst-ATW  
Ø

38 **LEGAL COSTS**

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this **15<sup>TH</sup>** day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. 

WITNESS 2. \_\_\_\_\_


  
(WARRANTING HIS AUTHORITY TO SIGN)  
For: **SOUTH AFRICAN EXPRESS**  
**AIRWAYS SOC LIMITED**  
Name: Inati Ntshanga  
Designation: Chief Executive Officer

SIGNED at **MAFIKENG** on this **15th** day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

  
(WARRANTING HIS/HER AUTHORITY TO SIGN)  
For: **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**  
Name: Babadi Tlatsana  
Designation: Director

**sa express**  
we fly for you

17 March 2017

Mr. Bhuti Chuma  
Acting HOD: DCS and TM  
Department of Community Safety and Transport Management  
Mahikeng Airport  
Bray Road  
Mahikeng  
2725

2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International  
1627  
South Africa  
www.flyexpress.aero

**RE: PAYMENT OF MANAGEMENT AND ROUTE SUBSIDY**

Dear Mr. Chuma

As per the letter sent to you, we confirm that you have given notice of termination to both Valotech effective 31 March 2017 and Koroneka effective 15 April 2017 respectively, as earlier communicated. We have appointed Mahikeng Airport Management Company to manage Mahikeng Airport effective 1 April 2017. We are in the process of appointing a Pilanesburg Airport Management Company to manage Pilanesburg airport effective 16 April 2017. We would like to request that all subsidies moneys due be settled accordingly.

Yours sincerely,

*Ntshanga*

Ntshanga

Executive Officer

ema (Chairperson), I Ntshanga\* (Chief Executive Officer), MR Shelley\* (Chief Financial Officer),  
Ntshani (India), J N Nkabinde, P Ramosabudi, G R Sibisi

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140495

*bst*

**isa express**  
we fly for you

2nd Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

29 March 2017

Mr. B. Chuma

OD: Community Safety and Transport Management  
irelo Building  
Mahikeng

**RE: APPOINTMENT OF MAHIKENG AIRPORT MANAGEMENT COMPANY**

Dear Mr. Chuma,

is to inform you that SA Express has appointed and signed a Service Level Agreement with Mahikeng Airport Management Company as the management and ground handling company at Mahikeng Airport in accordance with the Agreement entered into between SA Express and the West Department of Community Safety & Transport Management. This contract is effective April 2017 and is valid for three years.

the subsidy as set out in Clause 6 (accompanied by ANNEXE "A") of the Agreement between SA Express and Department of Community Safety & Transport Management can now be paid over to Mahikeng Airport Management Company.

sincerely,

*Wtshanga*

Wtshanga

Executive Officer

Mothema (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
R Ntshani (India), J N Nkabinde, P Ramosebudi, G R Sibiye

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499





Mahikeng Airport Management  
Company

REG No. 2016/384350/07

Strategy - Facilitation -  
Execution

# INVOICE - CSTMA 01

**Customer**  
Name: Mr. B. Chuma  
Org/com: Ag. HOD - Dept. Community Safety and Transport Managemtn  
Address: Tirelo Building  
Email: MAHIKENG  
bchuma@nwpqa.gov.za  
Province: North West Province

Misc:  
Order No. 2017/04/03

Rep  
FOB

Qty Description  
1 Subsidy for Operational Setup - Mafikeng Airport  
1 Mafikeng Route - Marketing Subsidy

Unit Price	TOTAL
R 11 000 000,00	R 11 000 000,00
R 4 850 000,00	R 4 850 000,00

Subtotal R 15 850 000,00

TOTAL R 15 850 000,00

OUR BANKING DETAILS

Account No: 4090357916 Branch No: 632005 Branch Name: MAHIKENG

## Contact Information

Cell: 082 825 9002 Fax: 086 689 9685, Email: ceo@mahikengairport.co.za

North West Office: 32 Geranium Drive, Riviera Park, MAHIKENG, 2745,  
P. O. Box 6909, MMABATHO, 2735

Thank You For Your Support!



bst

REPUBLIC OF

SOUTH AFRICA

2599381

NORTH WEST  
PROVINCE

N.W. M4

Payment Copy

ORDER

117273000

Order Number

05E016634P000001

ENG AIRPORT MANAGEMENT COMPANY  
 nium Drive, Riviera Park, Mahiker  
 nium Drive, Riviera Park, 2745  
 a Park

REPUBLIC OF SOUTH AFRICA  
 SAFETY & EMPLOYMENT COMMITMENT  
 P/BAG X 19, HUMANITARIO 7715

2017-04-21

PROVINCE OF THE NORTH WEST  
 REPUBLIC OF SOUTH AFRICA  
 REPUBLIC OF SOUTH AFRICA

to the conditions on the back hereof, please supply the under mentioned goods / services for which purpose a rail warrant is attached.  
 DEPARTMENT OF COMMUNITY SAFETY

Rail Warrant Number

FOR

Order Date

2017-04-21

Delivery Date

2017-04-21

CONTRACT #

SLA

Description / Allocation

Quantity

Units

Unit Price (Rands)

Total Line Amount

FOR OPERATIONAL SETUP MAFIKENG AIRPORT  
 G ROUTE - MARKETING SUBSIDY  
 AFFIC & NAVIGATION SERVICES)  
 1300193019000038000180002200058

END OF ORDER \*\*

\*\*\*\*\* \*\* 15,850,000.00

FINANCE DIRECTORATE

2017-04-23

Queue Number

09-05-2017

Cheque Date

Signature

Total of  
Order

15,850,000.00

I certify that the above mentioned order has in every respect been  
 that the goods are correct according to specifications and that they have been received

I certify that the above order is in agreement with the invoices, that the charges are according to contract  
 agreement or tariff fair and reasonable and that payment can be made

Chief User Clerk

28/04/2017

Designation

Date

Signature

S.N

Designation

28-04-2017

Date



-- NEW TRANS

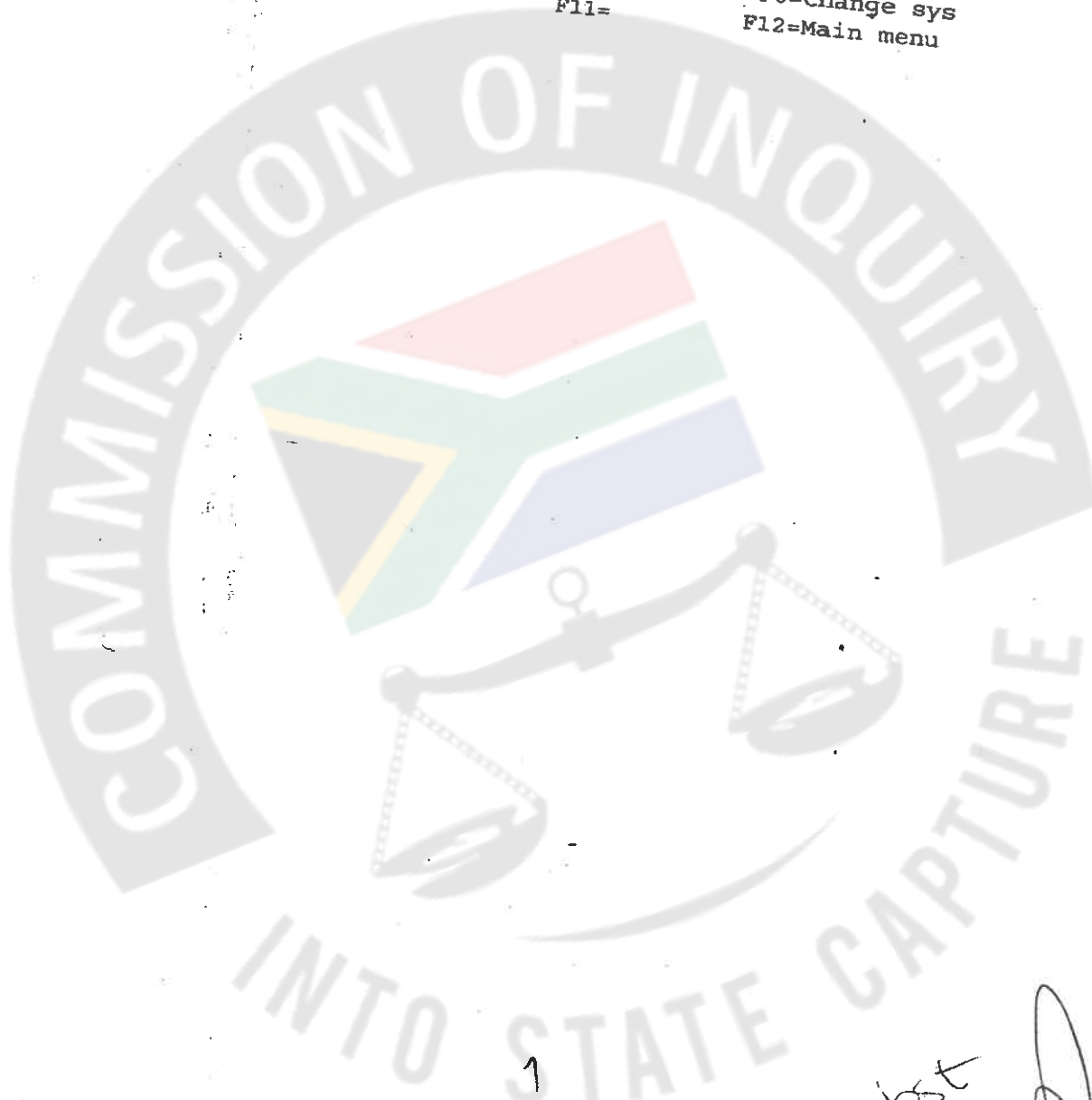
Responsibility..... 30019  
 nd..... 30190  
 Category..... 00038  
 ion Identifier..... 00018  
 Infrastructure..... 00022  
 2017

HTR:TRANSPORT SYSTEMS\*P  
 DIV:AIRPORT ADMIN\*P  
 VOTED FUNDS  
 NO PROJECTS  
 NON-ASSETS RELATED  
 NW: WHOLE PROVINCE  
 INFRASTRUCTURE TRANSFERS CURRENT

get Amount..... 93,560,000.00  
 enses..... .00  
 mitments..... .00  
 tal Exp & Comm..... .00  
 ABLE BUDGET : 93,560,000.00

Transaction B09  
 p F2=Next txn Security  
 F8= F3=Exit  
 F9=

Status: COMPLETE SC / BS05  
 F4=Prompt F5=Hold txn F6=Change sys  
 F10= F11= F12=Main menu



1

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CONTACT PERSON : KUTENGO PHATUDI  
 INSTALLATION DESCRIPTION: NW: COMM SAFETY & TRANSPORT MAN  
 LOCATION DESCRIPTION : NW: COMM SAFETY & TRANSPORT MAN

PAYEE NAME : MAHIKENG AIRPORT MANAGEMENT COMP  
 PAYMENT ADDRESS: 32 GERANIUM DRIVE, RIVIERA PARK,  
 32 GERANIUM DRIVE, RIVIERA PARK,

0000

SOURCE DOC  
 NUMBER

05CSTNA 01

PURCHASE ORDER  
 NUMBER

05E016634P

PAYMENT  
 NUMBER

002400266 AP

FUNCTIONAL  
 AREA

USER

APWLKR

AMOUNT

15,850,000.00

TOTAL

15,850,000.00

PAYMENT WAS RE-ROUTED TO A CREDIT TRANSFER. NEW ACTION DATE: 09/05/2017. DISBURSEMENT NUMBER: 1100281.

CONTACT : 002008023  
 DISBURSEMENT NO: 001100281  
 ACTION DATE : 09/05/2017

BANK NAME : ABSA BANK LIMITED  
 BANK BRANCH : ABSA ELECTRONIC SETTLEMENT CNT  
 ACCOUNT TYPE: CURRENT  
 ACCOUNT NO : 4090357918

BANK NAME : ABSA BANK LIMITED  
 BANK BRANCH : ABSA ELECTRONIC SETTLEMENT CNT  
 ACCOUNT TYPE: CURRENT  
 ACCOUNT NO : 4090357918

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Page

**STANDARD GROUND HANDLING AND  
SERVICE LEVEL AGREEMENT  
SIMPLIFIED PROCEDURE**

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**MAHIKENG AIRPORT MANAGEMENT COMPANY**

Registration Number: 2016/384350/07

(Hereinafter referred to as "the Handling Company")

This Agreement for the location : North West Province Airport Operations – Mahikeng  
is valid from : 01 April 2017 until 31 March 2020

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INTO STATE CAPTURE

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## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **Mahlkeng Airport Management Company** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated in North West Province, Republic of South Africa.

## 2 PREAMBLE

This Agreement is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Agreement, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling and Passenger Handling Management services to the Carrier at the location set out in the relevant Appendices attached hereto. This agreement is managed by the Management Framework attached hereto as Annex 1.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:

3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;

3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;

3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4. PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that -

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- 5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;
- 5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;
- 5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 5.1.4 It understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

#### 6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

#### 7 SCHEDULED FLIGHTS

- 7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.
- 7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

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**8 EXTRA FLIGHTS**

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

**9 PRIORITY**

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1hr) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

**10 EMERGENCY ASSISTANCE**

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and

information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

#### 11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

#### 12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consist of:

12.1.1 Customer Service Agents (CSA); and

12.1.2 General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

12.3 The Handling Company shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

#### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance with the rates agreed to, in this Agreement.

INTO STATE CAPTURE  
PAID

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#### 14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

#### 15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

#### 16 CARRIER'S REPRESENTATION

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

17 **STANDARD OF WORK**

17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.

17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient Information and Instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.

17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.

17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

**18. PERFORMANCE MEASUREMENT**

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

18.2 The Parties shall conduct annual reviews to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

**19. PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form of penalties set out in Table 1 below on the following conditions:

19.1 Penalties shall not apply when the aircraft is operating 30 or more minutes off Schedule.

19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.

19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.

19.4 The delay penalties shall be set off from the Handling Company's monthly payment.

19.5 Penalties (as per the table below) to be applied per incident.

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Table 1

<u>Delay (Minutes)</u>	<u>Applicable Penalties</u>
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

## 20 REMUNERATION

20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.

21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.

21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.

21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on

the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

22.1 All references in this clause referring to:

22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;

22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and

22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

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arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

- > **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and
- > **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/ disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

> **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

### 23 CHARGES

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

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23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

#### 24 DURATION

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 April 2017 and shall remain in operation for five (3) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

#### 25 TERMINATION

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

#### 26 APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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27 **ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

28 **NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

29 **VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

30 **INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.



**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**32 SETTLEMENT OF DISPUTES**

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

**33 SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.



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### 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

### 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

#### **SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:

2nd Floor, Block E Offices  
Airways Park, 1 Jones Road  
OR Tambo International Airport

Postal Address: P. O. Box 101  
O.R. Tambo International Airport  
1627

#### **Mahikeng Airport Management Company**

Physical Address:

Mahikeng  
North West Province

Postal Address:

### 36 FORCE MAJEURE

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation

days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

### 38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at KEMPTON PARK on this 28 day of Mar 2017 in the presence of the undersigned witness.

*[Signature]*

(WARRANTING HIS AUTHORITY TO SIGN)

For: SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED

Name: I. Ntshinga

Designation: CEO

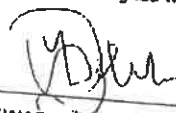
As witnessed:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**PAID**

SIGNED at MIDRAND on this 21<sup>st</sup> day of MARCH 2017 in the presence  
of the undersigned witness.



(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: Mahikeng Airport Management Company

Name: TSHEPISO T LETSELELA

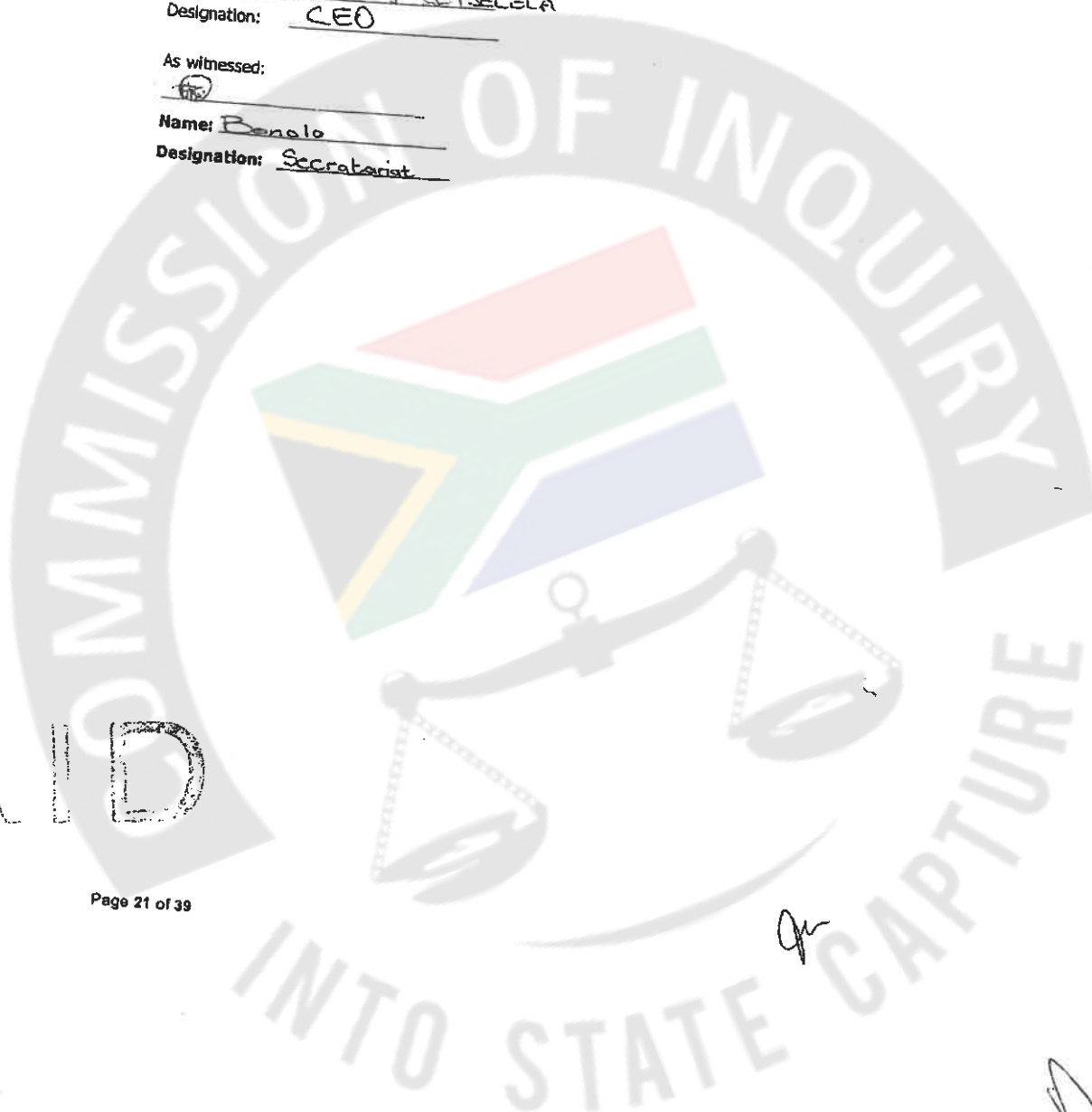
Designation: CEO

As witnessed:



Name: Benolo

Designation: Secretariat





**ANNEXURE 1****GROUND HANDLING SERVICES**

For a single handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this annexure.

**Section 1: Representation, administration and Supervision****1.1 General**

- 1.1.1 Liaise with local authorities.
- 1.1.2 Indicate that the Handling Company is acting as handling agent of the Carrier.
- 1.1.3 Inform all interested parties concerning movements of the Carrier's aircraft

**1.2 Administration Functions**

- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward, file and retain, for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas:

- (a) Station administration
- (b) Passenger services
- (c) Ramp services
- (d) Load control
- (e) Flight operations
- (f) Cargo services
- (g) Mail services
- (h) Support services
- (i) Security
- (j) Aircraft maintenance
- (k) Other, as specified in Annex B

1.2.4 Maintain the Carrier's manuals, circulars and other relevant documents connected with the performance of the services

**1.2.5 (a) Check****(b) Sign**

(c) Forward on behalf of the Carrier items including, but not limited to, invoices, supply orders, handling charge notes, work orders.

- 1.3 Supervision and/or Coordination
  - 1.3.1 Supervise services contracted by the Carrier with third party/(ies)
  - 1.3.2 Ensure that the third party/(ies) is (are) informed about the operational data and Carrier's requirements in a timely manner.
  - 1.3.3 Liaise with Carrier's designated representative.
  - 1.3.4 Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party/(ies) to perform the services.
  - 1.3.5 Meet aircraft upon arrival and liaise with crew.
  - 1.3.6 Decide on non-routine matters.
  - 1.3.7 Verify dispatch of operational messages.
  - 1.3.8 Note irregularities and inform the Carrier.

- 1.4 Station Management
  - 1.4.1 Provide representative on behalf of the Carrier to act
    - (b) non-exclusively
  - 1.4.2 The Handling Company is authorised to represent the Carrier's interest with regards to resolving the governmental and local authority matters.
  - 1.4.3 Attend local airport meetings on behalf of the Carrier
    - (a) report to the Carrier results/contents of the meetings
    - (b) act, vote and commit on behalf of the Carrier
  - 1.4.4 The Handling company will be authorised to:
  - 1.4.5 Negotiate and secure slot(s) and airport facilities as available on behalf of the Carrier.
  - 1.4.6 Liaise with relevant local and government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
  - 1.4.7 Perform and report (KPI - key performance indicators) quality/performance measurements.
  - 1.4.8 Handle the contents of the Carrier's company mail pouches.

## 2 Section 2: Passenger Services

- 2.1 General
  - 2.1.1 Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
  - 2.1.2 Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
  - 2.1.3 When requested by the Carrier

- (a) Provide
- or
- (b) Arrange for

Special equipment, facilities and specially trained personnel, for assistance to

- (1) Disabled passengers inside the terminal
- (2) VIP's

- 2.1.4 Assist passengers when flights are interrupted, delayed or cancelled.
- 2.1.5 Notify the Carrier of complaints and claims made by the Carrier's passengers.
- 2.1.6 Report to Carrier any irregularities discovered in passenger and baggage handling.
- 2.1.7 (b) Arrange for
  - (1) Check-in positions
  - (2) Service counters/desks for other purposes

- 2.1.8 Perform on behalf of the Carrier the following sales functions
  - (a) Reservations

- (b) Issuance of transportation documents
- (c) E-ticketing/ticketing

As specified in Annex B

- 2.2 Departure

- 2.2.1 Perform pre-flight editing

- 2.2.2 Check and ensure

(a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.

- 2.2.3 (a) Weigh and/or measure checked and/or cabin baggage,
- (b) record baggage figures

For

- (1) initial flight
- (2) subsequent flight(s)

- 2.2.4 Excess baggage

- (a) determine excess baggage

- (b) issue excess baggage ticket

- (c) collect excess baggage charges

- (d) detach applicable excess baggage coupons

- 2.2.5 Tag checked and/or cabin baggage for initial flight

- 2.2.6 (a) Carry out the Carrier's seat allocation or selection system  
(b) issue boarding pass(es)

Detach applicable flight coupons for initial flight

2.2.7 Handle

- (a) denied boarding process  
(b) denied boarding compensation

2.2.8 Direct passengers through controls to departure gate

2.2.9 At the gate, perform

- (a) check-in in accordance with item 2.2.2  
(b) check baggage  
(c) verification of travel documents  
(e) handling of standby list  
(f) verification of cabin baggage  
(g) manage boarding process  
(h) reconciliation of passenger numbers with aircraft documents prior to departure

2.2.10 (a) Collect

(b) reconcile

- (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers.

2.3 Arrival

2.3.1 (a) Perform

Or

(b) Arrange for

Opening and closing aircraft passenger doors

2.3.2 Direct passengers from aircraft through controls

2.3.3

2.3.4 Handle lost, found and damaged property matters

(a) Provide

(b) Arrange for

- (1) acceptance of baggage irregularity reports  
(2) entering of data into the baggage tracing system  
(3) maintain baggage tracing system files for a period specified in Annex B  
(4) making of payments for incidental expenses  
(5) delivery of delayed baggage to passengers  
(6) handling of communications with passengers



(7) repair or replacement of damaged baggage

### 3 Section 3. Ramp services

#### 3.1 Baggage Handling

##### 3.1.1 Handle baggage in

(a) sorting area

3.1.2 Prepare for delivery onto flights

3.1.3 Establish the number and weight of bulk baggage and provide the load control unit with the information.

3.1.4 Offload bulk baggage.

3.1.5 Prioritise baggage delivery to claim area.

3.1.6 Deliver to claim area

(a) baggage

(b) out of gauge (OGG)

### 4 Load Control, Communications and Flight Operations

#### 4.1 Load Control

4.1.1 Convey and deliver flight documents between the aircraft and appropriate airport buildings.

(a) Prepare

(b) sign

(c) distribute

(d) clear/process

(e) file

Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, captain's load information and manifests where

4.1.2 (2) load control is performed by the Carrier until the Handling Company is able to.

#### 4.2 Communications

4.2.1 (a) compile

(b) receive, process and send

All messages in connection with the services performed by the Handling Company using the Carrier's originator code or double signature procedure.

(c) perform EDI (electronic data interchange) transactions.

(d) Inform the Carrier's representative of the contents of such messages.

- 7.1.1 (a) Provide  
(b) Arrange for  
(2) security questioning.

- 7.1.4 (a) Provide  
(b) Arrange for  
(1) identification of passengers prior to boarding  
(2) reconciliation of boarded passengers with their baggage.  
(3) positive baggage identification by passengers.  
(4) offloading of baggage for passengers who fail to board the aircraft.

SIGNED at KEMPTON PARK on this 28<sup>TH</sup> day of Mar 2017 in the presence of the undersigned witness.

[Signature]  
(WARRANTING HIS AUTHORITY TO SIGN)  
For: SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED  
Name: I. NTSHANGA  
Designation: CEO

As witnessed:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

SIGNED at MIDRAND on this 29<sup>th</sup> day of MARCH 2017 in the presence of the undersigned witness.

[Signature]  
(WARRANTING HIS/HER AUTHORITY TO SIGN)  
For: Mahikeng Airport Management Company  
Name: TSHEPO S. LETSELELA  
Designation: CEO

As witnessed:

Bonolo Matshogo [Signature]

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# MANAGEMENT AND GROUND HANDLING ENGAGEMENT FRAMEWORK FOR SOUTH AFRICAN EXPRESS

## MAFIKENG INTERNATIONAL AIRPORT MANAGEMENT PLAN FOR SOUTH AFRICAN EXPRESS IMPLEMENTATION SCHEDULE 2017

CONTRACTING PARTIES		
Department of Community Safety and Transport Management (CSTMA)	South African Express (SAX)	Mafikeng Airport Management Company, an operating company of Roucomm Systems (MAMco.)
Provincial Department of the North West Provincial Government	A state-owned company. Registration Number 1980/007412/30, duly registered in terms of the laws of South Africa.	A private company. Registration Number 2016/384350/07, duly registered in terms of the laws of South Africa.
JOINDER		
<ul style="list-style-type: none"> <li>Department of Community Safety and Transport Management signed a Service Level Agreement with Roucomm Systems to Manage, Operate and Develop the Mafikeng Airport.</li> <li>Department of Community Safety and Transport Management also signed a Service Level Agreement with South African Express to operate a passenger flight from the Mafikeng Airport.</li> <li>MAMco as an operating company of Roucomm Systems is appointed by SAX for Management and Ground Handling in Mafikeng Airport in fulfilment of the requirements of the contract signed between the CSTMA and SAX.</li> </ul>		

### PURPOSE

- To provide an implementation framework on the handover of the airport

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	<p>management functions from the existing company contracted by South African Express to Roucomm Systems, through its operating company, the Mahikeng Airport Management Company.</p> <ul style="list-style-type: none"> <li>To outline the scope of responsibilities and obligations to parties involved in the use of the airport.</li> </ul>
<b>BACKGROUND</b>	<ul style="list-style-type: none"> <li>The North West Department for Community Safety and Transport Management (CSTMA) has in 2015 appointed Roucomm Systems to Manage, Operate and Development the Mafikeng Airport through an open tender process.</li> <li>The appointment gives Roucomm Systems exclusive rights to manage the airport on rights similar to that of a landlord including contracting or leasing part of the premises to third parties.</li> <li>As part of the SLA, Roucomm is now responsible for both aeronautical and non-aeronautical functions.</li> <li>Roucomm Systems has, as part of the implementation process, established an operating company known as Mahikeng Airport Management Company (MAMco) to handle the day to day operation and management of the airport.</li> <li>MAMco has since December 2016 started to take over the management and operational functions of the airport working on co-management basis with the CSTMA.</li> <li>Part of the takeover process includes regularization of existing tenants, reallocation of responsibility of revenue collection and rendering of services by Roucomm Systems or its operating company, MAMco.</li> <li>SAX appointed MAMco as a Management and Ground Handling Company in Mafikeng International Airport effective from 1 April 2017.</li> </ul>
	<p><b>TRANSITIONAL ARRANGEMENTS</b></p> <ul style="list-style-type: none"> <li>MAMco. and SAX to develop a transitional plan to take over from current management company</li> <li>SAX to prepare and present to MAMco an operational framework for Management and Ground Handling in accordance with the simplified Standard Ground Handling Agreement (SGHA) of January 2013 as published by IATA.</li> <li>MAMco to appoint staff and demonstrate readiness to commence by 1 April 2017 (Where necessary, current staff employed by the terminated management company will be employed).</li> <li>SAX to make provision for site establishment funding within 30 days of commencement</li> </ul>

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- Parties to agree on charges applicable outside the standard agreement and requisition procedure applicable thereto.
- SAX will have to train new MAMco staff to operate its booking system in order to properly augment the already trained staff that will be taken over from current management companies.

**EXISTING AND ADDITIONAL SERVICES TO BE RENDERED BY MAMco.  
(AERONUTICAL AND NON-AERONUTICAL SERVICES)**

Operational	Marketing	Hospitality & Support
<ul style="list-style-type: none"> <li>• Ticket Sales</li> <li>• Check in and Gate Services</li> <li>• Ground Handling</li> <li>• Passport Check and Customs Services</li> <li>• Guidance and Information Services</li> </ul>	<ul style="list-style-type: none"> <li>• Production of Corporate Apparel</li> <li>• Route online promo production (audio-visual)</li> <li>• Print adverts layout &amp; design production</li> <li>• Radio Adverts Production</li> <li>• Live reads</li> <li>• Website Development</li> <li>• Monthly Online Services Newsletter</li> <li>• Print &amp; Radio Advertising</li> <li>• Media Monitoring &amp; Analysis Report</li> <li>• A monthly integrated marketing communication</li> </ul>	<ul style="list-style-type: none"> <li>• Kiosk</li> <li>• VIP Lounge</li> <li>• Shuttle Services</li> <li>• Business Centre</li> <li>• Car Rentals</li> <li>• Porter Services</li> <li>• Jet A1 Fuel and AvGas</li> <li>• Maintenance of Terminal</li> <li>• Parking Services</li> <li>• Cleaning and Landscaping</li> <li>• Vehicle Traffic Operations and Safety</li> </ul>
Terminal Air Traffic Control Services (Pure Infrastructure)	Maneuvering Area Services (Pure Infrastructure)	Apron Area Services
<ul style="list-style-type: none"> <li>• Maintenance and development of equipment</li> <li>• Approach control services</li> <li>• Tower control services</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance and development of runways and taxiways</li> <li>• Cleaning &amp; prevention of the slippery condition</li> <li>• Guidance systems of air and ground traffic</li> <li>• Environmental protection</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance and development of apron area and machinery</li> <li>• Aircraft parking</li> <li>• Aircraft handling</li> <li>• Bus Transportation</li> <li>• Environmental protection</li> <li>• Control of vehicle traffic operations and safety</li> </ul>

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Sax To Provide A Detail Work Description  
PERSONNEL DEPLOYED FOR THE PROJECT

General Manager: Marketing and Ground Handling

Manager: Airline Passenger Services

Supervisor: Security & Facilities

Customer Service  
Agent(4)

Ground Handlers  
(4)

Marketing &  
Hospitality Officer

Cleaning Staff  
(10)

Security  
Officer(1)

Travelling Agency

Airport Management Team

No.	Position
1.	General Manager: Marketing & Ground Handling
2.	Manager: Airline Passenger Services
3.	Supervisor: Security & Facilities
4.	Marketing and Hospitality Officer
5.	Customer Service Agents
6.	Messenger Driver /Shuttle
7.	General Maintenance
8.	Cleaning Staff
9.	Grounds and Gardens
Effective Date	
01 April 2017	

Compiled by Letsela TJ, Mr. – Group Chief Executive Officer: MAMCO  
Email: [ceo@mahikengairport.co.za](mailto:ceo@mahikengairport.co.za) or [hyperjet@gmail.com](mailto:hyperjet@gmail.com) - Cell: 082 825 9002

## ANNEXURE 3

## GROUND HANDLING SERVICE LEVEL AGREEMENT

between

MAHIKENG AIRPORT MANAGEMENT COMPANY

Registration Number: 2016/384350/07

(hereinafter referred to as "the Handling Company")

and

SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD

Registration Number: 1990/007412/30

(hereinafter referred to as "the Carrier")

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1. **PREAMBLE**

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2. The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. **OPERATING FRAMEWORK**

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.

2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.

2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.

2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:

2.1.6.1 The Carrier

2.1.6.2 The Handling Company

### 3. SERVICE KEY PERFORMANCE INDICATORS

3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:

3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:  
A. the passengers from the relevant flight are deboarded and offloaded from the said flight;

3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.

3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and

adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

4. **COMMUNICATION**

4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.

4.2 The Handling Company shall ensure timely activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

5. **FLIGHTS ARRIVAL**

5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

6.1 The Handling Company shall provide courteous and professional assistance to the Carrier' passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.

6.2 Passengers with special needs include but are not limited to:

- A. Wheelchair users; and
- B. Mothers travelling with Infants.

7. **IRREGULAR OPERATIONS**

7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:

7.1.1 Flight diversions

7.1.2 Delays and calling of passengers

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- 7.1.3 Denied boarding due to weight restriction
- 7.1.4 Timely and regular communication/updates to passengers about any event of irregular operations;
- 7.1.5 Issuance of Meal Vouchers;
- 7.1.6 Hotel bookings;
- 7.1.7 Constant reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

8. **AUDIT ON TRAINING REQUIREMENTS**

- 8.1. The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

9. **OBSERVATION OF SAFETY**

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

10. **PERFORMANCE MEASUREMENT**

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company



HEADING	SERVICE	S/R*	TARGET
IROPS Management	Manage irregular operations at all stations	S	100%
Operations Management	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
Adhoc Services	<ul style="list-style-type: none"> <li>- Adhoc Services for 3<sup>rd</sup> party (NWPG)</li> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>Adhoc operational services</li> </ul>	R	100%

\* S = Standard Service R = On Request

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Julian Knight and Associates Inc.  
129 Murray Street  
Brooklyn  
Pretoria

25 May 2017

Attention: Mr. J Knight

Per email: [knights@mweb.co.za](mailto:knights@mweb.co.za)

Dear Sir,

**Re: Koroneka Trading and Projects CC (Koreneka)/ South African Express Airways SOC Ltd (SA Express)**

We refer to the above matter and to the meeting between us and yourselves held today on 25 May 2017, at our offices.

We confirm having advised you that:

- Due to a number of issues that have come to the attention of SA Express, some of which are possible irregularities and/or non compliances that may have an impact on the contracts allegedly concluded with your client (Koreneka) as well as the other role players, the SA Express Board has taken a decision to commission an investigation into the said issues;
- Whilst the investigation is ongoing, the company intends to suspend any dealings/relations between SA Express and Koreneka, including payment of any outstanding invoices, pending the finalization of the investigation; and
- The Board is eager to have the matter finalised and therefore, would ensure that the investigation is concluded expeditiously.

Board of Directors: G N Mothema (Chairperson), D V Xaba\* (Acting Chief Executive Officer) M R Shelley\* (Chief Financial Officer),  
Graham, S P B Dibate, R Naitani, J N Nkabinde, P Ramosebudi, G R Sibiyi

Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499

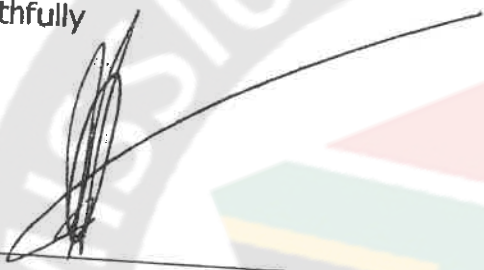
Consequently, this letter serves as notice of suspension of Koreneka from providing any services for and/or on behalf of SA Express, as well as from any duties/obligations arising from any alleged contractual terms, pending the finalization of the investigation.

The suspension is with immediate effect.

We wish to reiterate that SA Express is mindful of the impact that the suspension might have on your client, its employees and any other person directly affected by the suspension, and undertakes to do everything possible within its control, to ensure that the investigation is not unnecessarily prolonged.

We undertake to keep you abreast of progress, particularly from the timelines point of view, during the investigation.

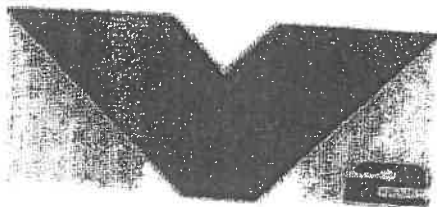
Yours faithfully



**Victor Xaba**  
**Acting CEO**



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# MATLALA VON METZINGER ATTORNEYS & CONVEYANCERS

OUR REF: K.A. MATLALA/WL/XL717  
YOUR REF: MR. J. KNIGHT / T45  
DATE: 22 SEPTEMBER 2017

By E-Mail : knights@mweb.co.za

Dear Sir,

## OUR FORENSIC INVESTIGATION : SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED // KORONEKA TRADING & PROJECTS CC MAFIKENG & PILANSBERG AIRPORT & OTHERS

The abovementioned matter refer.

Kindly be informed that we are in the process of finalizing the review application to be instituted by our client to have its decision, to award your client a tender to perform Ground Handling Services at both Mahikeng and Pilanesburg Airports and the subsequent conclusion of the Standard Ground Handling Agreement (SGHA), to be set aside.

In terms of section 9 (1) (b) of the Promotion of Administrative Justice Act 3 of 2000 (PAJA), the 180 day period referred to in section 7 may be extended for a fixed period by agreement between the parties or, failing such agreement, by a Court on application by the person concerned.

In terms of section 7 (1) (b), any proceedings for judicial review in terms of section 6 (1) must be instituted without delay and no later than 180 days after the date - on which the persons concerned was informed of the administrative action became aware of the action and reasons.

This letter, therefore, seeks your client's assent to allow our client to institute its intended review application before the end of September 2017.

**WITBANK OFFICE**  
FIRST FLOOR, WITBANK NEWS BUILDING  
1 LANA STREET, WITBANK, EXT 22  
P.O. BOX 274, WITBANK, 1035  
DOCEX 42 WITBANK SENTINEL  
E-MAIL: kaaloshi@mvmetzingers.co.za  
TEL: (013) 6566059  
FAX: 086 544 5241  
K.A. MATLALA CELL: 082 333 2859  
VAT NUMBER 4440173526

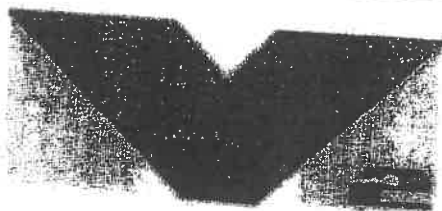
PARTNERS: A. VON METZINGER, K.A. MATLALA  
CONSULTANT: J. ORFFER  
OFFICE ADMINISTRATOR: K.A. MATLALA

**JOHANNESBURG OFFICE**  
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A. VON METZINGER CELL: 082 457 4540  
VAT NUMBER 4440173526

IN ASSOCIATION WITH:  
PME ATTORNEYS & ERASMUS INC  
NORTHCLIFF

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# MATLALA VON METZINGER ATTORNEYS & CONVEYANCERS

It would be appreciated if we could get your client's indication by no later than close of business on than Tuesday, 26 September 2017, failing which we have been instructed to bring a condonation application which will be heard together with the review application in due course.

We await your response.

We hope the above is in order.

Yours faithfully

pp: *Mariezell du Toit*  
MVM ATTORNEYS- WITBANK  
pp : Mariezell du Toit  
K.A. MATLALA

**WITBANK OFFICE**  
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VAT NUMBER 4440173526

PARTNERS: A. VON METZINGER, K.A. MATLALA  
CONSULTANT: J. ORFFER  
OFFICE ADMINISTRATOR: K.A. MATLALA

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A. VON METZINGER CELL: 082 457 4540  
VAT NUMBER 4440173526

IN ASSOCIATION WITH:  
PME ATTORNEYS & ERASMUS INC  
NORTHCLIFF

*bst*

# Julian Knight and Associates Inc.

Attorneys

MATLALA VON METZINGER INC.

FAX NO. 013 6566 059

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[www.knight.co.za](http://www.knight.co.za)  
Reg. No, 97/020154/21  
Vat. Reg. No 4920173343

Your Ref: OLIVIA / WL/XL717

Our Ref: Mr Knight/T45

Date: 27 SEPT 2017

Dear Sir

## SA EXPRESS AIRWAYS / KORENEKA TRADING & PROJECTS CC

We refer to the above matter and your letter to us of the 22<sup>nd</sup> instant and are instructed to advise that our client is not prepared to grant any condonation as requested by yourselves.

We however have been authorised by our client to accept service of your proposed Application care of our offices.

We look forward to hearing from you.

Yours faithfully

JULIAN KNIGHT

Julian Bret Knight BA [LLB] Rhodes

**sa express**  
we fly for you

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P O Box 101  
OR Tambo International Airport  
1627  
South Africa

## MEMO

**TO: CHIEF EXECUTIVE OFFICER**

**SUBJECT: MOTIVATION TO APPROVE THE DEVIATION TO APPOINT BCPS AND ASSOCIATED SERVICE PROVIDERS TO CONDUCT FORENSIC INVESTIGATIONS INTO ALLEGATIONS OF IRREGULARITIES RELATED TO VARIOUS MATTERS AS MANDATED BY THE SHAREHOLDER AND THE BOARD OF DIRECTORS.**

**DATE: 15 NOVEMBER 2017**

### 1. PURPOSE

The purpose of this memo is to request the following:

- 1.1. Approval of Basileus Consilium Professional Services (Pty) Ltd. (BCPS) expanded scope to conduct Forensic Investigations (investigations) into allegations of irregularities related to various matters as mandated by the Shareholder and the Board. The expansion of scope comes as a result of material business developments that materialized post the initial appointment date of BCPS. The expansion of scope incorporated the enlisting of the services of Data Analytics services, electronic imaging of tools of trade for Persons Of Interest (POIs) linked to suspensions, Labour Lawyer services linked to suspensions and Forensic Accounting services.
- 1.2. Approval for the appointment of BCPS through a deviation process in line with the company's Procurement and Irregular Expenditure policies, in order to ensure that cumulative economic value and results are drawn by the company, over the remainder of the 2017/2018 financial year.
- 1.3. Approval for the appointment of Hogan Lovells Labour (Labour Lawyer services) in support the BCPS expanded scope as detailed paragraph 1.1 above.

Board of Directors: G N Mothambs (Chairperson), D V Xaba\* (Acting Chief Executive Officer), M R Shelley\* (Chief Financial Officer), T Abrahams, B P B Dube, R Nalhari, J N Nwabinde, P Ramosebuti, G R Sibiye

Company Secretary: M Gie  
\*Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 196007412/30  
VAT Reg. No. 4400140499



## 2. BACKGROUND

- 2.1. In line with the resolution of the Board dated 13 April 2017, the management of South African Express Airways SOC Ltd (SA Express) was mandated to initiate a process of appointing a Forensic Investigations service provider to look into the questions raised around the 5 year contractual agreement between SA Express and the North West Provincial Department of Transport and Community Safety (NW DOTCS).
- 2.2. The mandate emanated from whistle blower reports that both the Shareholder and the Board received, raising fraud allegations against Shareholder representatives, Board members, EXCO members and officials within the NW DOTCS.
- 2.3. The whistle blower reports were later substantiated by a dossier of hard copy evidence submitted to the Board and the airline's Head of Security. The fraud related to the appointment of and payments to a service provider by the name Koroneka Trading and Projects (Koroneka), appointed for airport management and ground handling services at the Pilanesburg Airport. The Terms of Reference (TOR) for the appointment of the Forensic Investigations service provider were developed by management and endorsed by the Board. The TOR documented a finite scope of work and it included the following deliverables:
  - 2.3.1. Examine the procedures and processes followed in concluding an agreement between the NW DOTCS and SA Express and the governance arrangement as they relate to the legal rationality of the contract, the financial and operational requirements of the project.
  - 2.3.2. Review the SA Express procurement policy and procedures including the Delegations of Authority (DOA) as they apply to the appointment and contracting of Koreneka as the ground handling service provider.
  - 2.3.3. Scrutinize Koreneka's scope of work and payments received and made by both SA Express and the NW DOTCS.
  - 2.3.4. Engage with the relevant officials in the NW DOTCS management to ascertain their role in the project in terms of decision-making, payments and other related activities.
  - 2.3.5. Analyze SA Express' internal investigation and the Board member's reports, their findings and recommendations, if any.
  - 2.3.6. Review the process in which the then GM Commercial, Mr. Brian van Wyk, was suspended, the timing of his submission and his resignation, the Chief Executive



Officer's (CEO)'s acceptance of the resignation and the veracity of the salary payments during and after these processes.

- 2.3.7. Establish if any corrective action was implemented by management and the appropriate engagement of the Board, if any.
  - 2.3.8. Undertake an investigation into the allegations raised in respect of the CEO and the Chief Financial Officer (CFO) as they relate to the manipulation of the financial statements of the company.
  - 2.3.9. Determine any other material actions/activities that are relevant to this matter.
  - 2.3.10. Provide a comprehensive forensic analysis and offer legal advice on the best possible ways to implement the findings.
- 2.4. The procurement process was initiated and was concluded in respect of the scope above, however, it was never carried forward due to the directive that was given by the Honourable Minister of the Department of Public Enterprises (the DPE), Minister Lynn Brown. The directive was issued by the Honourable Minister during an engagement with the Board at the AGM for the 2015/2016 financial year. The directive was issued on the basis that the Minister believed that there was a prima facie case in the evidence dossiers presented at the time, and that in order not to prolong the investigation process, this investigation needed to be referred to the Directorate of Priority Crime Investigation (DPCI or Hawks) for further investigations.
- 2.5. The directive from the Minister was issued with a reminder of other directives that were issued by herself to the Board and Management in other engagements held in May 2017. During those engagements, the Honourable Minister issued an instruction to the Board and Management to launch investigations that will lead to both disciplinary action and or criminal proceedings leveled against employees who were found to have transgressed company policy and the law, related to the following:
- 2.5.1. The agreement with the NW DOTCS.
  - 2.5.2. The acquisition and control of aircraft components and spares, including possible pilferage thereof that was contributing to incidents of Aircraft On Ground (AOG) and the company's poor record of aircraft availability.
  - 2.5.3. The acquisition and management of charter aircraft services as a result of the company's poor record of aircraft availability.
- 2.6. Based on the directive of the Honourable Minister, to hand over the NW DOTCS matter to the Hawks, the Board resolved to hand over the matter to the Hawks.

- 2.7 In the same manner and in line with the resolution by the Board, Management resolved to continue with enlisting the services of a Forensic Investigation provider with specific focus on matters related to spares pilferage and related matters (directly or indirectly) such as charter aircraft services. Therefore, management developed a revised scope of work to focus on the following key deliverables:
- 2.7.1. Examine the current spares management systems.
  - 2.7.2. Scrutinize the current spares management internal controls.
  - 2.7.3. Interrogate reports of the spare parts that were reported missing.
  - 2.7.4. Interview all officials responsible for requesting spares parts, placing of orders, receiving, dispatch and the reporting mechanism.
  - 2.7.5. Interview selected suppliers of spare parts where necessary.
  - 2.7.6. Interrogate the logistics management procedures.
  - 2.7.7. Interview the official/s representing the logistics company (Ziegler).
  - 2.7.8. Analyze the physical security of the warehouse in terms of accessibility and authorizations in place.
  - 2.7.9. Determine any other material actions/activities that are relevant to this matter.
  - 2.7.10. Provide a comprehensive Investigation report with recommendations.
- 2.8. During the development of the scope for the service, and based on the prima facie evidence presented to the airline's Head of Security, the CEO was faced with a challenge that the investigations into the NW DOTCS, the charters and the spares would incorporate the investigation of numerous members of the Executive Committee (EXCO) as Persons Of Interest (POIs). Furthermore, four (4) of the EXCO members constitute the Bid Adjudication Committee (BAC), which is mandated by the CEO as the Accounting Officer in line with the National Treasury practice notes. Due to the fact that the investigations were mandated by the Shareholder and Board and by virtue, delegated to the CEO for execution, the CEO was faced with a significant challenge of "conflict of interest" with regard to applying a thorough process of procuring the services in line with the company's procurement policy. As a result, the CEO took the decision to delegate the execution of acquiring these services to the Chief Procurement Officer (CPO) based on the fact that he was not conflicted and that this activity lies within his sphere of responsibilities.
- 2.9. The procurement process was initiated and concluded with the appointment of BCPS as the preferred service provider on the 09 June 2017, based on a limited finite scope confined within the three quotation process. The estimated contract value for the scope was below R500 000. However, due to the nature of the allegations that surfaced post the

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appointment of BCPS, and subsequent material developments that transpired within the business, it became necessary for the business to expand the scope of work for the Forensic Investigators in order to ensure that business derives the best value and results (cumulatively) from the process.

- 2.10. The expansion of scope incorporated the enlisting of the services of Data Analytics services, electronic imaging of tools of trade for Persons Of Interest (POIs) linked to suspensions, Labour Lawyer services linked to suspensions and Forensic Accounting services.
- 2.11. The specific tasks that BCPS were mandated to carry out, incorporating the expanded scope, to conclude the forensic enquiry, included (but not limited to) the following:
  - 2.11.1. Forensically securing digital evidence (laptop computers, digital computers, hard drives, tablets, cellular phones and e-mail exchange back-ups);
  - 2.11.2. Providing litigation support to SA Express attorneys in respect of pending civil litigation (urgent [liquidation] applications; legal demands; labour processes [both by SA Express errant employees and by former employees against SA Express]; liaison with the law enforcement authorities in respect of the collation of evidence, interviewing of witnesses and other support services for current and anticipated criminal complaints);
  - 2.11.3. Interviewing subjects of interest identified by SA Express from their own preliminary enquiries, protected disclosures and other sources;
  - 2.11.4. The forensic extraction, compilation and review of sensitive documentation in respect of supplier appointments that may amount to fruitless, irregular and / or wasteful expenditure;
  - 2.11.5. The Identification of further subjects of interest to forensically secure evidence, interview subjects and provide recommendations propose remedial action.
- 2.12. As a result of the expansion in scope and subsequent cost escalation, it is necessary that the appointment of BCPS and associated service providers such the Labour Lawyers from Hogan Lovell be regularized through a deviation to finalize the outstanding work.
- 2.13. Please refer to paragraph 4 which sets out a clear timeline of material developments within the business that substantiated the cumulative expansion of the scope.

### 3. DISCUSSION



- 3.1. Following the appointment of BCPS, material developments have since taken place within the business from the middle of June 2017 to date. These developments necessitated that the investigations needed to be carried out into the following matters:

**Use of Charter Air Services**

- 3.2. SA Express has 22 aircraft registered on its Air Operating Certificate (AOC). Of the 22 aircraft, four (4) are owned by the airline and the rest are dry leased from various service providers. Over the past few years, SA Express has increasingly been relying on the use of charter air services (charters) to augment its capacity shortfalls as a result of low aircraft availability. The low aircraft availability is the result of the following:
- 3.2.1. Delayed implementation of the fleet renewal plan/strategy.
  - 3.2.2. An inefficient Maintenance Repair and Overhaul (MRO) function.
  - 3.2.3. Unavailability of high value components and spares to support the MRO function for scheduled and unscheduled (AOG) maintenance.
- 3.3. Whilst the practice of using charters is common within the airline business, the acquisition and use of charters, from the onset in SA Express, has not been executed according to processes and procedures in compliance with the Public Finance Management Act (PFMA) and applicable practice notes. As a result, during the financial year 2016/2017 a total of R312m was spent by the airline on charters, an expenditure that has subsequently been categorised as irregular according the precepts of the PFMA. It is important to note that this expenditure was incurred without having been provided for in the annual budget.
- 3.4. As a result of the expenditure incurred, the Board and the Shareholder raised grave concerns on the use of charters by the airline and gave directives for this matter to be investigated in respect of the following:
- 3.4.1. Determine the acquisition process of charters (procurement processes and procedures followed) and payments made.
  - 3.4.2. Examine the criteria used to enroll/appoint charters to cater for aircraft availability.
  - 3.4.3. Analyze the frequency of the use of charters and the routes covered.
  - 3.4.4. Examine the impact of the use of charters by SA Express from a financial perspective.
  - 3.4.5. Confirm the ownership of the charter services companies used by SA Express over the 2016/2017 financial year.

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3.4.6. The Board also needed to ascertain whether the airline received fair economic value for the money spent on the charter services received, specifically in relation to the contractual rates that were levied against the airline. This concern emanated from the fact that the Board was only made aware late in the financial year about the excessive expenditure on charters. This resulted from the manner in which the costs were "hidden" under the lease costs expense line in the management accounts.

#### Solenta Aviation Liquidation and Brad Dickson Matter

- 3.5. Mr. Brad Dickson was employed as the Divisional Manager responsible for Revenue Management, Scheduling & Network Planning. Mr Dickson's responsibilities (amongst others) included the acquisition of charter services in the event that the company's available aircraft could not meet the schedule requirements for the period in question.
- 3.6. At a point in time it became apparent to Management that Mr Dickson had in fact engaged directly with Solenta Aviation in securing charter services whilst Mr Dickson's wife had been employed by Solenta Aviation in a role that had a direct relation to this service. Upon further investigation, it was established that Mr Dickson's declaration of interest on this matter was insufficient and presented a case for a conflict of interest. As a result, Mr Dickson was subjected to a precautionary suspension, followed by a disciplinary process and subsequently found guilty of a few charges including (but not limited) to contravening the Delegation of Authority (DOA) policy and general code of conduct of the airline. In order to ensure that an efficient enquiry was carried out on this matter, and based on the fact that Mr Dickson's suspension had potential links to the Solenta Liquidation application, management instructed the attorneys to enlist the services of Labour Lawyers within the Hogan Lovells law firm. This decision and action, subsequently led to the dismal of Mr Dickson.
- 3.7. On 28 June 2017, SA Express was served with Liquidation application papers from Solenta Aviation for outstanding payments. This action by Solenta Aviation required urgent action by the Board and Management in order to prevent the successful Liquidation of a State Owned Company (SOC). Following the issuance of a Board Resolution, the CEO was mandated to lead this process on behalf of the Board. The CEO led the appointment of Hogan Lovells, on 5 July 2017, as the attorneys to represent the airline on this matter. Due to the 15 working day time frame allocated to file an answering of the affidavit, the appointment of the attorneys and all other supporting resources such as BCPS was conducted on an urgent basis. The involvement of BCPS was necessitated

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further by the fact that this matter was related to charters, however required much deeper, dedicated investigation as compared to the initial mandate.

- 3.8. In support of developing a strong defence against the Liquidation application by Solenta, Management and the Board needed to address suspicions that there may very well be acts or intentions of collusion between Solenta and SA Express employees and or with the competition in launching the Liquidation application. The suspicion extended to employees who would have privileged information regarding the aircraft availability challenges of the airline with direct or indirect influence on the rate of occurrence of AOG incidents and overall reliance on charters. It is important to note that around the middle of June 2017, a few days before the liquidation papers were served, management receives verbal intelligence regarding speculations by the local competition that SA Express will be liquidated within a period three (3) months, thus the competition was "gearing up capacity" to take routes in the eventuality of the liquidation. This necessitated intense investigation by management, BCPS and associated forensic auditors to verify the alleged collusion, corruption and ill-intent by Solenta and the competition.
- 3.9. In order to address the suspicions, Management instructed BCPS to work hand-in-hand with Hogan Lovells in establishing any validity of fraud against Solenta, the competition and or SA Express employees. As a result of the investigations by BCPS, a criminal case was subsequently registered with the South African Police Service SAPS OR TAMBO CAS 63/8/2017 in relation to Mr Dickson and Solenta Aviation.
- 3.10. As part of the process to develop a defence against the Liquidation application, management needed to build the capacity to appease any suggestions by Solenta, of a mutual out of court settlement of the matter. Following the payment of the R39m for the undisputed portion of the claim by Solenta, management needed to find alternative sources of funding to accommodate an out of court settlement. Given the negative implications that the pending liquidation had on the airline's strategic initiatives (such as raising funding on the R121m guarantee, concluding the loan restructuring agreements and negotiations with suppliers), management prioritised the action to secure funding. Over and above the request for emergency funding from Shareholder, Management considered accessing funding against the asset base of airline. Since April 2017, Management had been negotiating the acquisition of four (4) CRJ 200 aircraft from the current lessor on the basis that the leases would be expiring early in 2018 and the lessor had offered first right of refusal to SA Express to purchase the aircraft. Part of the negotiation, included the transfer of ownership on the Maintenance Reserves held in escrow by the lessor to the value in excess of R70m. Management needed to secure up

to R55m in order address a settlement with Solenta. As a result, the Management instructed the Hogan Lovells to study the feasibility and probability of the Maintenance Reserves (or a portion thereof) being transferred to SA Express as part of the acquisition of the aircraft. Hogan Lovells enlisted the support of Sikela Xabiso on this matter and considered applicable case law. The outcome presented that no case could be made in defence of the transfer of the reserves to SA Express.

- 3.11 Although the Solenta Liquidation application has been withdrawn, there is still residual risk with Solenta. With the withdrawal of the Liquidation application, an arbitration agreement has been concluded which may see the matter set before the courts in February 2018. The services of Hogan Lovells, BCPS and the associated Forensic Accountants is requirement in developing counter claims against Solenta on reaching the settlement amount at arbitrations.

#### SCOPA and the Suspension of Chief Financial Officer (CFO)

- 3.12. On 30 August 2017, the Board and Management of SA Express was requested to appear before the Standing Committee on Public Accounts (SCOPA) committee. This airline was invited in order to account to the findings raised by the Auditor General South Africa (AGSA) on irregular, fruitless and wasteful expenditure for the financial year 2016/2017.
- 3.13. The committee posed a lot of questions to the Board and Management regarding the financial year in question and regarding the findings of the AGSA. The committee further requested specific reports and further investigations to be launched by the CEO into irregular expenditure transactions (over 290) which were condoned by the former CEO. The obligation put on the CEO was that he needs to verify if there were any acts of fraudulence related to any of the transactions that have been condoned. With immediate effect following the SCOPA hearing, the CEO instructed BCPS to include this investigation on to their scope, as most of the transactions related to charters and spares acquisitions. In order to launch a thorough investigation, the CEO instructed BCPS to consider the use of Data Analytics in line with the forensics protocol with the aim to flag out the following irregularities in transactions:

- 3.13.1. Procurement of services.
- 3.13.2. Appointment of service providers.
- 3.13.3. Payment of suppliers, focussing on payment frequencies, dates and amounts
- 3.13.4. Correlations between supplier and employee personal data such as bank accounts, physical addresses, contact details etc.

*[Handwritten signatures and initials]*



- 3.13.5. Verification of existence of suppliers, checking registrations with CIPRO, physical addresses etc.
- 3.14. One of the reports requested by the committee was the ownership of charter companies, specifically that of Solenta Aviation. The committee was not satisfied by the level of knowledge and understanding that management had with regard to the topic of ownership, specifically at directorship level and company registration of Solenta Aviation. This is one of the deliverables on the scope expanded to BCPS after the Liquidation application was raised at the end of July 2017.
- 3.15. The last key report requested by the committee related to the history of ownership of aircraft by SA Express as well as the history of sale of owned aircraft, specifically in relation to the lease and buy back agreement between SA Express and Matekane Group of Companies. The investigation into this matter is still ongoing led by management with the support of BCPS.
- 3.16. On 13 September 2017, the SCOPA committee conducted an oversight visit to SA Express. During the visit, the committee reiterated the requirement for the reports requested during the hearing on 30 August 2017. The investigation into these matters and reports, is still work in progress.
- 3.17. The Chief Financial officer (CFO), Mr. Mark Shelley was suspended on the 12 September 2017. The suspension was effected as a result of serious allegations raised against the CFO in relation to his conduct at the SCOPA hearing of 30 August 2017. The suspension has been instituted pending an investigation into the various allegations that were raised against the CFO by the Board. The action by the Board necessitated that BCPS and Hogan Lovells be involved in the process to ensure that all the necessary preparations for the disciplinary enquiry were put in place. At the time of compiling this submission, the suspension was still in effect and awaiting the conclusion of the investigation.

**Allegations of Corruption between SA Express, Koroneka and the NW DOTCS**

- 3.18. In June 2016, allegations of irregularities surfaced in respect of the appointment, management and payment of Koroneka Trading and Projects (Koroneka), a provider of airport management and ground handling services at Pilanesburg airport. The allegations emanated from verbal whistle blower reports.

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- 3.19. The whistle blower reports were later substantiated by a dossier of hard copy evidence submitted to the Board and the airline's Head of Security. An internal investigation was conducted by the Head of Security, Mr Timothy Ngwenya who produced an interim report compiled for consideration by management. It would appear from the records that the report was never acted upon any further. The fraud related to the appointment of and payments to a service provider by the name Koroneka Trading (Koroneka), appointed for airport management and ground handling services at the Pilanesburg Airport.
- 3.20. SA Express was later informed by Koroneka that the former CEO Mr Inati Ntshanga had appointed a company by the name of Roucom Systems, trading as Mafikeng Airport Management Company (MAMCO), to provide airport management and ground handling services at Mafikeng Airport. These developments led to SA Express terminating an agreement with Koroneka, which led to the court action by the latter. The termination was later withdrawn and discussions were held with Koroneka to resolve the impasse. The conclusion reached was that the Koroneka services will remain on hold until the investigations into the appointment of Koroneka were concluded.
- 3.21. In line with the resolution of the Board dated 13 April 2017, the management of SA Express was mandated to initiate a process of appointing a Forensic Investigations service provider to company to look into the questions raised around the 5 year contractual agreement between SA Express and the North West Provincial Department of Transport and Community Safety (NW DOTCS).
- 3.22. As result of the focus on the Solenta Liquidation application, the attention towards this NW DOTCS investigation and it's related POIs was reduced. However, as a result of the decision to handover this matter to the Hawks, the CEO (as directed by the Board) was approached by Colonel Smit who has been assigned this matter. Given the potential implications on most EXCO members, the decision was taken to centralise the information sharing and support to the Hawks investigation to the office of the CEO. Upon initial consultation with Colonel Smit, it became apparent that some of the resources that the Hawks would apply to the case (for example electronic imaging of the tools of trade) would take a long time to be secured through the Hawks processes and in-house capacity. However, given the commonality between the Hawks and the BCPS work scope related to, but not limited to, the list of POIs as well as the forensics resources to apply to the POIs, the CEO request that Colonel Smith work hand in hand with BCPS in order to avoid duplication of efforts and to fast track the investigation process. This investigation remains open at the current moment.

- 3.23. Given the scenario above, and the fact that BCPS has been involved in dealing with the issues at hand, it is necessary for BCPS to be appointed to conclude all the outstanding matters and to allow for the final reports to be presented to the Board and Shareholder including finalization of documentation required for the pending criminal proceedings.

**Spares and Components Pilferage and Mismanagement – Suspension of Personnel**

- 3.24. As part of the inquest into the pilferage and mismanagement of spares and components in the SA Express logistics stores, two (2) individuals were subjected to a disciplinary process. Mr Hitesh Gowan, Stores Supervisor, and Mr Derek Brown, acting Logistics Manager were suspended on or about 7 June 2017. As part of the disciplinary process (and effecting a suspension), the services of BCPS were secured in order to conduct forensic imaging of the electronic tools of trade, as well as investigate personal information on the two (2) candidates. Following a disciplinary process, Mr Gowan was subsequently found guilty of numerous charges and dismissed. At the time this submission was documented, the disciplinary proceedings into the conduct of Mr Brown were still underway.

**4. TIMELINE AND SEQUENCE OF EVENTS ON MATERIAL BUSINESS DEVELOPMENTS**

- 4.1. Below is a detailed timeline and sequence of events, showing the rate at which the material business developments occurred, and how the scope for the work by BCPS (incorporating associated suppliers) expanded over a short space of time. With the rapid expansion of scope, it is also important to note that at the period when this submission was prepared, most of the matters under investigation had not been concluded yet and projected to run until the end of March 2018.
- 4.2. One key factor that necessitated the decision by Management to allow the expansion of the scope was the timeline within which the business developments materialized and the urgency with which the results were required by interested parties on the investigations.
- 4.3. Other factors played a role in the decision include (but not limited to) the following:
- 4.3.1. The rate occurrence of material developments within the business.
  - 4.3.2. The nature and criticality of the developments.
  - 4.3.3. The level of interrelation between the developments.

   
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- 4.3.4. The intention by Management to ensure cumulative value of intelligence gathering, analysis and processing of disciplinary/prosecution proceedings is drawn from the centralization to one service provider.
- 4.3.5. The ever-growing expectation and instruction to Institute disciplinary action, punitive action, consequence management and civil litigation by the Shareholder, the Parliamentary Portfolio Committee on Public Enterprises, the SCOPA committee and the Board.
- 4.4. The following events unfolded in the sequence they are listed in below:
- 4.4.1. 13 April 2017 – Board resolution mandating management to procure the services of a Forensic Investigations provider. As mandated by the Board, the CEO delegates the execution of this mandate to the Chief Procurement Officer (CPO), process, taking into account the possible implications on members of EXCO, especially the BAC.
- 4.4.2. April till May 2017 – Management launches a procurement process for the appointment of a Forensic Investigations service provider based on the TORs.
- 4.4.3. 9 May 2017 – Meeting between the Honourable Minister and the Board, wherein the 1st directive for investigations into spares and charter aircraft services is issued. Following this meeting, the CEO delegates the execution of this mandate to the CPO, taking into account the possible implications on other members of EXCO.
- 4.4.4. 07 June 2017 – The suspension of Mr Derek Brown and Mr Hitesh Gowan from the logistics stores over the mismanagement of spares and components (stock). Mr Gowan is subsequently dismissed. Mr Brown's disciplinary process is still underway. His suspension is related to the mismanagement of spares, and the potential disposal of spares not in accordance to company process.
- 4.4.5. 09 June 2017 – Minister issues a directive that the NW DOTCS matter be handed over to the Hawks. Board resolves and implements.
- 4.4.6. 09 June 2017 – Appointment and contract award to BCPS to the contract value R500 000 in accordance with the TORs in paragraph 2.7. The scope was specifically focussed on the pilferage of spares and any direct or indirect matters such as the use of charters (due to an ineffective maintenance and spares supply process).
- 4.4.7. Mid-June 2017 – Based on the allegations into the irregular appointment of Koroneka Trading, management suspends the use of services from Koroneka and

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launches an investigation to establish the legality of the contract and merits for revoking the contract.

- 4.4.8. 14 June 2017 – The DPE Director General, Chairperson of the Board and Management make an appearance at the Portfolio Committee on Public Enterprises, where the instruction to conduct investigations and to implement consequential action is issued to the Board and Management.
- 4.4.9. 22 June 2017 – Management receives verbal intelligence regarding speculations by the local competition that SA Express will be liquidated within a period three (3) months, thus the competition was "gearing up capacity" to take routes in the eventuality of the liquidation.
- 4.4.10. 28 June 2017 – Management presents a draft of the recapitalisation business case to the Audit and Risk Committee (ARC) of the Board, in which the risk of possible liquidation application is presented to the ARC, with specific funding requests to mitigate same.
- 4.4.11. 28 June 2017 – SA Express Management is served with Liquidation Application papers from Solenta Aviation (Solenta).
- 4.4.12. 29 June 2017 – SA Express Management presents the Liquidation Application papers from Solenta to the Board (in committee meeting), following which, the Board mandated the CEO to lead the execution of the defence on behalf of the Board.
- 4.4.13. 29 June 2017 – The CEO launches the process to redefine the scope of the BCPS to prioritise and deepen investigations into the use of charter aircraft services, focussing on Solenta and specific Persons of Interest (POIs), including possible collusion between the competition and employees.
- 4.4.14. 05 July 2017 – Hogan Lovells (Pty) Ltd (the Attorneys) is appointed as the firm of attorneys to lead the defence against the Liquidation Application.
- 4.4.15. 05 July 2017 – Management informs the Attorneys of a potential collusion and conflict of interest between SA Express employees and Solenta. As a result, Management instructs the Attorneys to enlist the services of a Labour Lawyer within the employ of the firm of Attorneys. In addition, Management instructs the Attorneys and the Labour Lawyer to start engaging with BCPS in establishing disciplinary action, criminal inquests into irregularities of SA Express POI's.
- 4.4.16. 07 July 2017 – Management serves a precautionary suspension on Mr Brad Dickson and his tools of trade are imaged by BCPS.
- 4.4.17. 08 – 29 July 2017 – Mr Brad's disciplinary process is launched, and given his resignation served, more resources are secured from BCPS and a Labour Lawyer

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to efficiently run the process, ending up with the dismissal of Mr Brad Dickson on 29 July 2017.

- 4.4.18. 14 July 2017 – SA Express Management appears before the International Air Licensing Council following a complaint raised by Airlink stating that SA Express's financial position is poor and that the airline is not operating in accordance with the conditions of the license. This complaint seemed to support the verbal intelligence that Management received on 22 June 2017.
- 4.4.19. 05 July – 24 August 2017 – The Attorneys enlist the support of BCPS and Forensic Accounting service providers in order to verify counter claims against Solenta, including fraud and criminal proceedings against Mr Dickson and his spouse (and Solenta).
- 4.4.20. 05 – 15 July 2017 - Environmental Scanning and intelligence gathering on possible collusion between Solenta and the competition, including suppliers and employees of SA Express. This service is work in progress.
- 4.4.21. 15 – 20 August 2017 – First consultations with Colonel Smit from the Hawks, the Lead Investigator on the SA Express – NW DOTCS corruption and fraud allegations. From this engagement, the CEO approves that Colonel Smit engages BCPS to share in the common resources required to conduct the investigation (electronic imaging and intelligence etc.) This matter remains open.
- 4.4.22. 25 August 2017 – SA Express files an answering affidavit to the Solenta Liquidation application, defending that this is a matter of contractual dispute and not a Liquidation matter.
- 4.4.23. 30 August 2017 – SA Express Management and Board (supported by the Minister of the DPE and the Deputy Minister and the DG) appear before the SCOPA committee for a hearing into the 2015/2016 financial results. Investigative reports are requested by the committee. Furthermore, the committee makes specific requests for investigations and reports into potential fraud into irregular expenditure that was condoned by the former CEO. To this fact, Management resorted to use the process of data analytics as per paragraph 3.13.
- 4.4.24. 12 September 2017 – The CFO is placed on suspension pending an investigation into allegations of misconduct at the SCOPA hearing of 30 August 2017. This matter remains open to date.
- 4.4.25. 13 September 2017 – SA Express Management and Board host the SCOPA committee on an oversight visit. The committee reasserts its requests for investigative reports as requested by the committee on 30 August 2017.
- 4.4.26. 27 September 2017 – SA Express management is summoned to engagements with the HOD of the NW DOTCS to address issues of non-performance against

contractual obligations. In the engagements, the need for a Forensic Investigation report into fraudulence and disciplinary action is requested by the HOD. This further strengthened the demand for SA Express to ensure effective investigative support by BCPS towards the Hawks is secured.

4.4.27. Middle-October 2017 – SA Express receives another invitation to appear before the International Air Licencing Council following yet another complaint from Airlink, specifically on the Johannesburg Windhoek route. This matter remains open.

4.4.28. 31 October 2017 – Two (2) employees within the Finance department (Nona Sonjani and Olivia Peters) leave the employment of SA Express due to contracts reaching an end. The two (2) individuals were identified as POIs related to the suspension of the CFO and the NW DOTCS matter. The services of BCPS are secured to conduct forensic imaging of their tools of trade.

4.4.29. 06 November 2017 – Solenta Aviation withdraws the Liquidation application, after concluding an Arbitration Agreement.

4.5. Due to the rapid expansion of scope, as detailed above, BCPS ended up increasing the amount of resources as well as the type of resources that were assigned to the original work scope. In order to address the work scope, the BCPS pool of resources was increased to include the following:

- 4.5.1. Labour Law experts, not part of initial work scope.
- 4.5.2. Investigations tacticians, not part of initial work scope.
- 4.5.3. Investigation strategists, increased in quantum.
- 4.5.4. Corporate risk and compliance specialists, not part of initial work scope.
- 4.5.5. Forensic auditors (both junior and senior), not part of initial work scope.
- 4.5.6. Financial analysts, not part of initial work scope.
- 4.5.7. Digital forensic analysts, increased in quantum.
- 4.5.8. Intelligence analysts (both junior and senior), not part of initial work scope.
- 4.5.9. Lead Investigators, not part of initial work scope.
- 4.5.10. Forensic imaging for tools of trade (laptops and mobile gadgets), increased in quantum.

## 5. FINANCIAL IMPLICATIONS

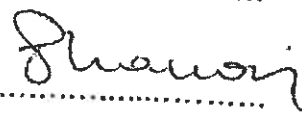
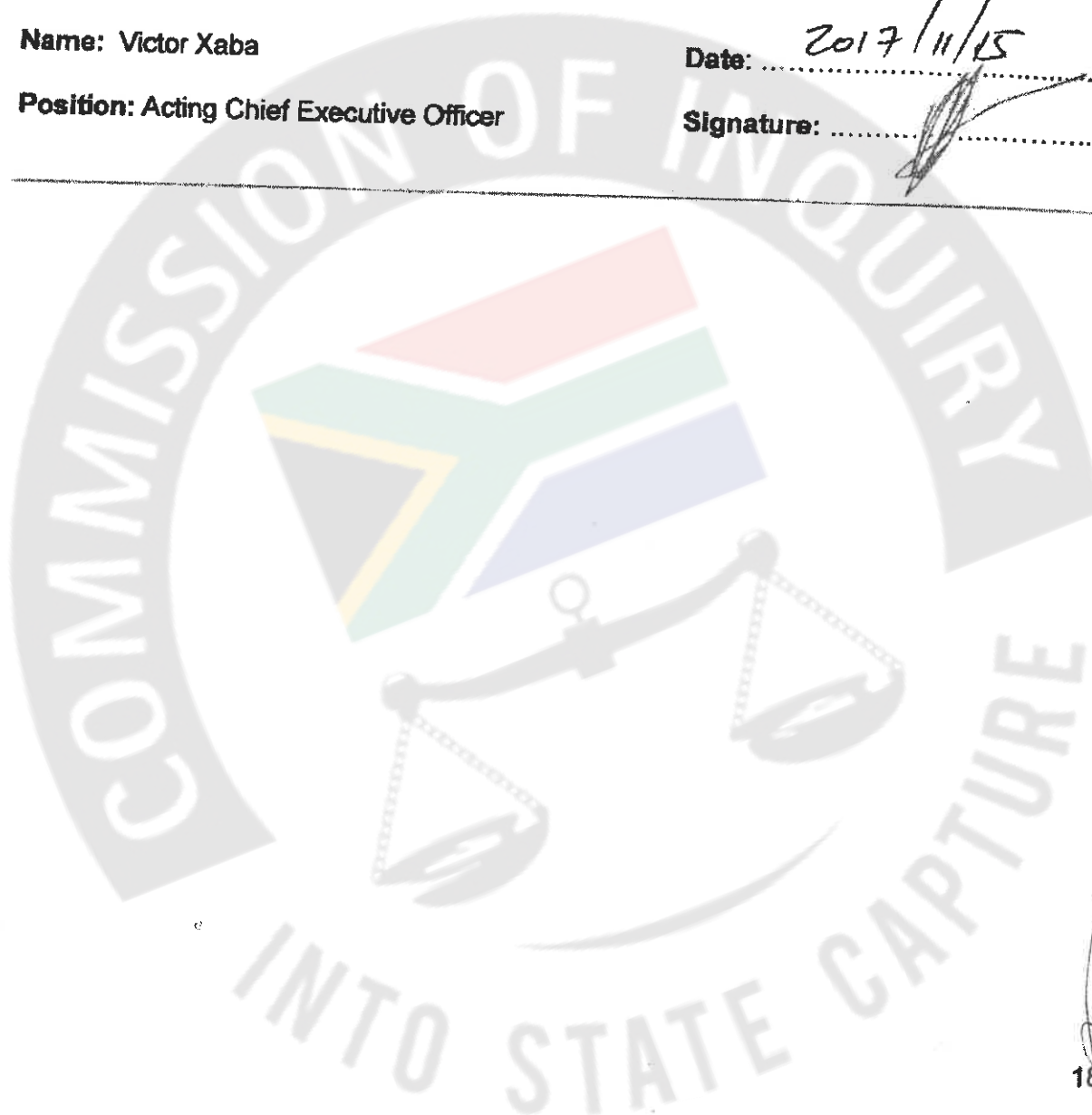
- 5.1. The initial project costs from BCPS, projected against a limited scope, were projected to a budget of R500 000 linked to the consumption of a limited number specialist resources charged at an hourly rates.

- 5.2. BCPS were therefore appointed on the basis that the costs will be kept within the R500 000 threshold as incorporated into the three quote procurement process followed. However, due to the expansion of scope and the quantum of resources required to secure the results within the timeframe required, the cost has escalated.
- 5.3. As a result of the expansion in scope and subsequent costs, it is necessary that the appointment of BCPS and associated service providers such as the Labour Lawyer from Hogan Lovell be regularized through a deviation process to finalize the outstanding work.
- 5.4. The costs for the estimated scope expansion projected up to the end of March 2018 is R5, 994, 400 for BCPS and approximately R1000 000 for Hogan Lovells Attorneys (including the Labour Lawyers).

## 6. RECOMMENDATION

- 6.1. In consideration of the following factors:
  - 6.1.1. The repeated instructions and expectations by the Board, Shareholder, Parliament and the SCOPA committee for punitive, criminal prosecution and disciplinary steps to be taken against corrupt employees;
  - 6.1.2. The potential conflict of interest and the implications against EXCO, specifically members of the BAC;
  - 6.1.3. The expansion of the scope that was necessitated by the material business developments since 09 May 2017;
  - 6.1.4. The confidential nature of the intent to the investigation;
- 6.2. It is hereby recommended that the CEO:
  - 6.2.1. Approves the BCPS expanded scope to the value of R5, 994, 400.
  - 6.2.2. Approves the additional invoices from Hogan Lovells Labour Lawyer services to the cost of approximately R1000 000.
  - 6.2.3. Approves the appointment of BCPS through a deviation process.
  - 6.2.4. Must report this matter to the Audit Risk Committee and the Procurement Subcommittee of the Board.

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**Compile and Submitted by:****Name:** Sam Vilakazi**Position:** Chief Procurement Officer**Department:** Procurement**Approved/**~~Signature~~**Date:** 15/11/2017**Signature:** **Name:** Victor Xaba**Position:** Acting Chief Executive Officer**Date:** 2017/11/15**Signature:** 





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Department:  
Community Safety & Transport Management  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



## LEGAL SERVICES DIRECTORATE

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KORONEKA TRADING AND PROJECTS  
NO: 22 NWDC BUILDING  
1<sup>ST</sup> STREET INDUSTRIAL SITE  
MAFIKENG  
2735

ATTENTION : BABADI TLATSANA

DATE : 15 FEBRUARY 2018

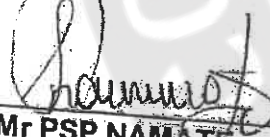
SUBJECT : REMOVAL OF EQUIPMENT AT PILANESBERG INTERNATIONAL AIRPORT

The above matter refers.

On or about 1 June 2016 your company was contracted by SA Express Airline to render services at Pilanesberg International Airport. Upon termination of that contract your company left certain equipment at Pilanesberg International Airport including amongst others a tractor, cleaning materials, microwave and office equipment. The equipment is currently lying there unused and is occupying Airport space which must be used for other purposes.

In light of the above you are therefore kindly requested to remove your equipment from the Airport premises within seven (7) days calculated from the date of receipt of this letter, failing which the Department shall have no option but to dispose of the aforesaid through public auction.

Regards

  
Mr PSP NAMATE  
DIRECTOR LEGAL SERVICES

15/2/2018  
DATE

"Together We Move Bokone Bophirima Province Forward"

STATE CAPTURE

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# Julian Knight and Associates Inc.

## Attorneys

MS MATSIETSI MIKHOLO  
ACTING CHIEF EXECUTIVE OFFICER  
SA EXPRESS

FAX NO. 011 978 5578

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Pretoria

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Direct Fax : 086 616 6498  
Internet Add: [knight@nwweb.co.za](mailto:knight@nwweb.co.za)  
[www.knight.co.za](http://www.knight.co.za)  
Reg. No. 97/020154/21  
Vat. Reg. No 4920173343

Your Ref:

Our Ref: Mr Knight/T45

Date: 22 FEB 2018

Dear Madam

### KORENEKA TRADING & PROJECTS CC / SA EXPRESS AIRWAYS SOC LIMITED

1. We refer to the above matter and confirm that we act on behalf of Koreneka Trading & Projects CC herein.
2. We confirm that the Ground Handling Agreement entered into between our client and South African Express Airways SOC Limited is still in force and enclose herewith the Court Order of the 28<sup>th</sup> March 2017 for your ease of reference.
3. Further to the above, on the 25<sup>th</sup> May 2017 a letter was received from the then Acting CEO Mr Victor Xaba advising that the contract was to be suspended pending an investigation by yourselves into the appointment of our client. We enclose herewith a copy of the letter received for your ease of reference.
4. Thereafter on the 22<sup>nd</sup> September 2017, our client received a letter from Matlala Von Metzinger Inc. wherein they advised that they had been instructed by SA Express Airways to bring a Review Application, in terms of the Promotion of Administrative Justice Act of 2000 and that it was intended that the Application would be launched before the end of September 2017. This however never occurred.
5. In the above regard, we enclose herewith a copy of their letter together with our reply of the 27<sup>th</sup> September 2017 for your ease of reference.

Julian Bret Knight BA [LLB] Rhodes

6. In terms of the letter of the 25<sup>th</sup> May 2017, it stated that:

*"We wish to reiterate that SA Express is mindful of the impact that the suspension might have on your client, its employees and any other person directly affected by the suspension, and undertakes to do everything possible within its control, to ensure the investigation is not unnecessarily prolonged. We undertake to keep you appraised of progress, particularly from the time lines point of view, during the investigation"*

7. To date we have not been advised of the outcome of the investigation and more than a reasonable time has now elapsed. We wish to advise that on the 15<sup>th</sup> February 2018, our client received a letter from the Legal Services Directorate of the North-West Department of Community Safety and Transport Management, in terms of which they are advised to remove their equipment and furniture from the Airport.
8. The letter states that the Agreement between SA Express Airlines and our client has been terminated. We enclose herewith a copy of the letter.
9. We hereby invoke Clause 32.2 of the Ground Handling Agreement in respect of the purported suspension/cancellation of the Standard Ground Handling Agreement between our client and SA Express Airlines.
10. You are hereby requested that your duly authorised senior official, namely, the Chief Executive Officer and members of the Board, set a date to discuss the dispute regarding the so-called suspension and the refusal to make payment of monies owing to our client.
11. We wish to remind yourselves that the contract entered into is still extant and any cancellation thereof would be in contempt of the Court Order granted in the High Court of South Africa Gauteng Division under Case No. 20707/17.
12. In light of the above, we would be pleased if you would kindly provide us with your response as a matter of urgency

Yours faithfully

JULIAN KNIGHT

INTO STATE CAPTIVITY

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IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)

In the application between:

*BEFORE HLLINTES J*

KORENEKA TRADING AND PROJECTS CC

and

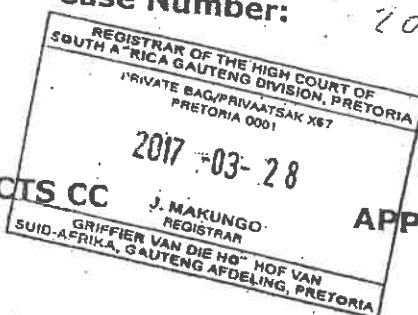
SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED RESPONDENT

~~DRAFT ORDER~~

HAVING HEARD COUNSEL FOR THE APPLICANT AND HAVING READ  
THE PAPERS FILED AND BY AGREEMENT THE FOLLOWING ORDER  
IS MADE:

1. The cancellation by the Respondent on 16 March 2017 of the Ground Handling Agreement entered into between the Applicant and the Respondent on 15 April 2015, **ANNEXURE "A"**, be declared unlawful and is hereby set aside;
2. It is hereby declared that the Ground Handling Agreement entered

Case Number: 20707/17



APPLICANT

*[Signature]*

*[Signature]*

*bot*

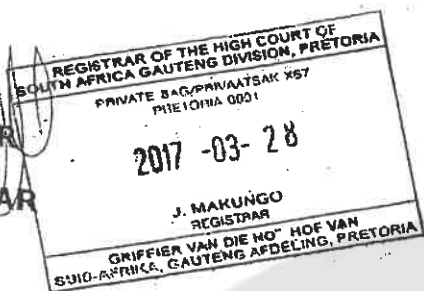


into between the Applicant and the Respondent on 15 April 2015,  
**ANNEXURE "A"**, remains binding on the parties; and

4. The Respondent is ordered to pay the costs of the application on a party and party scale.



BY ORDER  
REGISTRAR



lost 


**sa express**

we fly for you

2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 8900  
F: +27 (0)11 978 5578

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OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.co.za

Julian Knight and Associates Inc.  
129 Murray Street  
Brooklyn  
Pretoria

Attention: Mr. J. Knight  
Per email: [knights@mweb.co.za](mailto:knights@mweb.co.za)

Dear Sirs

Re: Koroneka Trading and Projects CC / South African Express Airways SOC Ltd  
– Case Number 20707/17

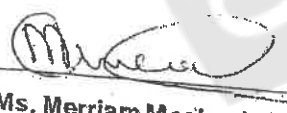
The above matter has reference.

Having considered the notice of motion, as well as the matter in its entirety, SA Express has decided to withdraw the letter of termination of ground handling agreement entered into between SA Express and Koreneka Trading & Projects, written on the 13<sup>th</sup> March 2017.

We trust that you will find this in order, and confirm that the withdrawal of the termination letter referred to above, renders the notice of motion redundant.

In light of the above, please confirm that the application will be withdrawn.

Yours faithfully



Ms. Merriam Mochoele  
GM Legal, Risk and Compliance

Board of Directors: G N Mkhomo (Chairperson), T Ntshanga (Chief Executive Officer), M R Shale (Chief Financial Officer),  
T Abrahams, B P B Dibe, R Ntsheni (India), J N Nkabinde, P Ramosebudi, G R Sibya  
Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1950/007412/30  
VAT Reg. No. 4400140499

bst

# Julian Knight and Associates Inc.

Attorneys

MATLALA VON METZINGER INC.

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[www.knight.co.za](http://www.knight.co.za)  
Reg. No. 97/020154/21  
Vat. Reg. No 4920173343

Your Ref: OLIVIA / WL/XL717

Our Ref: Mr Knight/T45

Date: 27 SEPT 2017

Dear Sir

## SA EXPRESS AIRWAYS / KORENEKA TRADING & PROJECTS CC

We refer to the above matter and your letter to us of the 22<sup>nd</sup> instant and are instructed to advise that our client is not prepared to grant any condonation as requested by yourselves.

We however have been authorised by our client to accept service of your proposed Application care of our offices.

We look forward to hearing from you.

Yours faithfully

JULIAN KNIGHT

Julian Bret Knight .BA [LLB] Rhodes

best

  
**sa express**  
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15/15 CC  
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P O Box 101  
 OR Tambo International Airport  
 1627  
 South Africa  
 www.flyexpress.aero

01 March 2018

Att: Julian Knight  
 129 Murray Street  
 Brooklyn  
 0181  
 PRETORIA

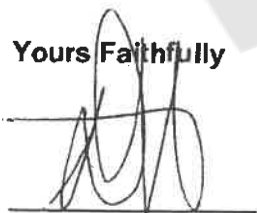
Email: knights@mweb.co.za

Dear Ms Knight

**RE: Koroneka Trading & Projects CC/SA Express Airways SOC (the Agreement)**

1. We refer to your filing notice received on 27 February 2018.
2. We confirm that the North-West Department of Community Safety and Transport Management erred in communicating that the Agreement has been terminated.
3. The suspension is still in place and the matter is still being investigated.
4. We will liaise with our attorneys, after which we will revert with a date for a meeting.
5. We appreciate that significant time has lapsed and we will endeavour to expedite setting up the said meeting.
6. We trust you find the above in order.

Yours Faithfully



**Adv. Lerato. M. Brimah**  
**Senior Legal Advisor**

Board of Directors: G N Mothema (Chairperson), M Mokholo\*-(Acting Chief Executive Officer\*), M Sefope (Acting Chief Financial Officer\*), T Abrahams, B P B Dibate, N N Nkabinde, P Ramosebudi, G R Sibiyi

Company Secretary: M Gie  
 Executive Director

South African Express Airways SOC Ltd  
 Co. Reg. No. 1990/007412/30  
 VAT Reg. No. 4400140499



" DD "

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# STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA)

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**KORENEKA EVENT MANAGERS**

**T/A KORENEKA TRADING AND PROJECTS**

Registration Number: 2007/051834/23

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : North West Province Airport Operations - Pilanesburg and  
Mahikeng  
is valid from : 01 May 2015 until 30 April 2020  
and replaces : Nil

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## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state-owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
  - 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
  - 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

Handwritten signature and initials, possibly 'J. P. J.' and 'bot'.

3.3. The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4. Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4. PROVISION OF SERVICES

4.1. The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2. It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that -

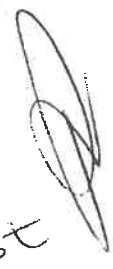
5.1.1. It will discharge their obligations under this Agreement with all due skill, care and diligence;

5.1.2. for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;

5.1.3. it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

5.1.4. it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

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## 6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

## 7 SCHEDULED FLIGHTS

7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.

7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

## 8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

## 9 PRIORITY

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

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## 10. EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

## 11. ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

## 12. PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consist of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

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12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13. OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14. FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15. SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

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## 16 CARRIER'S REPRESENTATION

- 16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.
- 16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as "the Supervisor") to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.
- 16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

## 17 STANDARD OF WORK

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.



## 18. PERFORMANCE MEASUREMENT

18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.

18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

## 19. PENALTIES

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.

19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.

19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.

19.4 The delay penalties shall be set off from the Handling Company's monthly payment.

19.5 Penalties (as per the table below) to be applied per incident.

Table 1

Delay (Minutes)	Applicable Penalties
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

## 20. REMUNERATION

20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

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- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment failing which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:
- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

> **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

> **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

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22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

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**23 CHARGES**

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

**24 DURATION**

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

**25 TERMINATION**

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

**26 APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

**27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

  
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### 32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

### 33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

### 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

### 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

*[Handwritten signature]*  
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**SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:

2nd Floor, Block E Offices  
 Airways Park, 1 Jones Road  
 OR Tambo International Airport

Postal Address:

P. O. Box 101  
 O.R. Tambo International Airport  
 1627

**[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Physical Address:

No: 22 NWDC Building  
 1<sup>st</sup> Street Industrial Site  
 MAFIKENG  
 North West Province

Postal Address:

P. O. Box 2752  
 MAFIKENG  
 2745

**36 FORCE MAJEURE**

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

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36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37. DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

*[Handwritten signature]*  
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## 38 LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this 15<sup>TH</sup> day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Name: **Ipati Ntshanga**

Designation: **Chief Executive Officer**

SIGNED at **MAFIKENG** on this 15th day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Name: **Babadi Tlatsana**

Designation: **Director**

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## ANNEXURE 1 OF ANNEX B

**GROUND HANDLING SERVICES****1. HANDLING SERVICES AND CHARGES**

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Item	Description
<b>Section 1</b>	<b>Representation, Administration and Supervision</b>
<b>1.1</b>	<b>General</b>
1.1.1	Liaise with Local Authorities.
1.1.2	Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.3	Inform all Interested Parties concerning movements of the Carrier's aircraft.
1.1.4	
<b>1.2</b>	<b>Administrative Functions</b>
1.2.1	Establish and maintain local procedures.
1.2.2	Take action on communications addressed to the Carrier
1.2.3	Prepare, forward, file and retain for a period specified in the Annex B, messages/report/statistics/documents and perform other administrative duties in the following areas: (a) station administration (b) passenger services (c) ramp services (d) load control (e) flight operations (f) cargo services (g) mail services (h) support services (i) security (j) aircraft maintenance (k) other, as specified in Annex B
1.2.4	Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
1.2.5	(a) Check (b) Sign (c) Forward on behalf of the Carrier items including, but not limited to invoices, supply orders, handling charge notes, work orders.
<b>1.3</b>	<b>Supervision and/or Co-Ordination</b>
1.3.1	(a) Supervise (b) Co-ordinate Services contracted by the Carrier with third party(ies)
1.3.2	Ensure that the third party (ies) is (are) informed about operational data and Carriers requirements in a timely manner.
1.3.3	Liaise with the Carriers designated representative
1.3.4	Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party (ies) to perform the services.
1.3.5	Meet aircraft upon arrival and liaise with crew.
1.3.6	Decide on non - routine matters
1.3.7	Verify dispatch of operational messages.

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1.3.8	Note irregularities and inform the Carrier.
<b>1.4</b>	<b>Station Management</b>
1.4.1	Provide representative on behalf of the Carrier to act (b) non – exclusively
1.4.2	The Handling Company is authorized to represent Carriers interest with regard to resolving governmental and local authority matters
1.4.3	Attend local airport meetings on behalf of the Carrier (a) report to the Carrier results/contents of the meetings (b) act, vote and commit on behalf of the Carrier
1.4.4	The handling company will be authorized to (a) solicit (b) negotiate (c) commit services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B (1) Airport lounges (2) baggage delivery service (7) other
1.4.5	Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
1.4.6	Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
1.4.7	Perform and report (KPI – key performance indicators) quality/performance measurements.
1.4.8	Handle the contents of Carrier's company mail pouches.
<b>Section 2</b>	<b>Passenger Services</b>
<b>2.1</b>	<b>General</b>
2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2	Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
2.1.3	When requested by the Carrier (a) provide or (b) arrange for for special equipment, facilities and specially trained personnel, for assistance to (2) disabled passengers inside the terminal (3) VIP's
2.1.4	Assist passengers when flights are interrupted, delayed or cancelled.
2.1.5	Notify the Carrier of complaints and claims made by the Carrier's passengers
2.1.6	Report to Carrier any irregularities discovered in passenger and baggage handling.
2.1.7	(b) Arrange for (1) check-in position(s) (2) service counter(s)/desks for other purposes.
2.1.8	Perform on behalf of the Carrier the following sales functions (a) reservations (b) issuance of transportation documents.

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2.1.9	(c) e-ticketing AS specified in Annex B
2.2	<b>Departure</b>
2.2.1	Perform pre-flight editing
2.2.2	Check and ensure (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
2.2.3	(a) Weigh and/or measure checked and/or cabin baggage, (b) record baggage figures For (1) initial flight (2) subsequent flight(s)
2.2.4	Excess baggage (a) determine excess baggage (b) issue excess baggage ticket (c) collect excess baggage charges (d) detach applicable excess baggage coupons
2.2.5	Tag checked and/or cabin baggage for (a) initial flight
2.2.6	(a) Carry out the Carrier's seat allocation or selection system (b) issue boarding pass(es) Detach applicable flight coupons For (1) initial flight
2.2.7	Handle (a) Denied Boarding Process (b) Denied Boarding compensation
2.2.8	Direct passengers through controls to departure gate
2.2.9	At the gate perform (a) check-in in accordance with item 2.2.2 (b) check baggage  (c) verification of travel documents (d) handling of standby list (e) verification of cabin baggage (f) manage the boarding process (g) reconciliation of passenger numbers with aircraft documents prior to departure
2.2.10	(a) collect (b) reconcile (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers
2.3	<b>Arrival</b>
Section 4	<b>Load Control, Communications and Flight Operations</b>

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4.1	<b>Load Control</b>
4.1.1	Convey and deliver flight documents between the aircraft and appropriate airport buildings
4.1.2	<p>(a) Prepare (b) sign (c) distribute (d) clear/process (e) file</p> <p>Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, Captains load information and manifests where:</p> <p>(2) Load control is performed by the Carrier until the Handling Company is able to.</p>
4.2	<b>Communications</b>
4.2.1	<p>(a) compile (b) receive, process and send All messages in connection with the services performed by the Handling Company using the Carriers originator code or double signature procedure (c) perform EDI (electronic data interchange) transactions (d) Inform the Carriers representative of the contents of such messages.</p>
4.2.2	<p>(a) provide (b) operate</p> <p>Means of communication between the ground station and the Carriers aircraft</p>
4.3	<b>Flight Operation-General</b>
4.3.1	Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B
4.3.2	After consideration of the Carriers instructions, suggest the appropriate action to pilot-in-command in case of personal operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
5.3	<b>Irregularities Handling</b>
5.3.1	Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
5.3.2	Report to the Carrier any irregularities discovered in cargo handling.
5.3.3	(a) notify the carrier of complaints and claims
6.2	<b>Automation/Computer Systems</b>
6.2.1	<p>(a) Arrange And Operate Equipment to enable access to (1) Carriers system (2) Handling Company's system (3) other systems</p> <p>Perform the following functions in</p>
6.2.2	<p>(a) Carriers system (b) Handling Company's system (c) other systems for</p> <p>(2) passenger reservations and sales (3) passenger service (4) baggage service reconciliation (5) baggage tracing (1) other functions</p>
6.6	<b>Surface Transport</b>
	Make all necessary arrangements for special transport within the limit of local possibilities

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<b>7.1</b>	<b>Passengers and Baggage Screening and Reconciliation</b>
7.1.1	(a) provide and arrange (2) security questioning
7.1.2	(a) provide and arrange (1) identification of passengers prior to boarding (2) reconciliation of boarded passengers with their baggage (3) positive baggage identification by passengers (4) offloading of baggage for passengers who fail to board aircraft

1.2 For the services set out above, the applicable rates shall be as follows:

<b>Ground Handling Management Fees</b>	
<b>Services</b>	<b>Applicable Rate</b>
Ground Handling - Turnaround Costs	35 448
Ground Handling Labour	70 500
Sub-total	105 948
Management Fee - 10%	10 595
<b>Total</b>	<b>116 543</b>

<b>Ground Handling Management Fees - Breakdown</b>				
<b>Description of Service</b>	<b>Applicable Rate</b>	<b>No Turnarounds pm</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Cost Per Turnaround - Aircraft	1 688	21	425 376	35 448
			<b>425 376</b>	<b>35 448</b>
<b>Description of Service</b>	<b>Annual Salary</b>	<b>Number</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Customer Service Agents	171 000	3	513 000	42 750
General Workers	111 000	3	333 000	27 750
			<b>846 000</b>	<b>70 500</b>

- 1.3 Handling in the case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4 Handling in the case of return to ramp involving a physical change of load will be charged at 50% (fifty percent) of the above rates.

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**ANNEXURE 2 OF ANNEX B**

**GROUND HANDLING SERVICE LEVEL AGREEMENT**

between

**KORENEKA TRADING AND PROJECTS**  
**T/A KORENEKA FACILITIES MANAGEMENT**  
 Registration Number: 2007/051834/23  
 (hereinafter referred to as "the Handling Company")

and

**SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD**  
 Registration Number: 1990/007412/30  
 (hereinafter referred to as "the Carrier")

**1. PREAMBLE**

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

**2. OPERATING FRAMEWORK**

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.



- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.
- 2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.
- 2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.
- 2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:
- 2.1.6.1 The Carrier
- 2.1.6.2 The Handling Company

### 3. **SERVICE KEY PERFORMANCE INDICATORS**

- 3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:
- 3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are deboarded and offloaded from the said flight;
- 3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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- 3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-In Counter or at Boarding Counters.
- 3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. **COMMUNICATION**

- 4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.
- 4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. **FLIGHTS ARRIVAL**

- 5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:
- A. Wheelchair users; and
  - B. Mothers travelling with infants.

#### 7. **IRREGULAR OPERATIONS**

- 7.1 The Handling Company shall take full responsibility for handling the Carrier' irregular operations, such as:
- 7.1.1 Flight diversions
  - 7.1.2 Delays and calling of passengers
  - 7.1.3 Denied boarding due to weight restriction
  - 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
  - 7.1.5 Issuance of Meal Vouchers;

- 7.1.6 Hotel bookings;  
 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

## 8. AUDIT ON TRAINING REQUIREMENTS

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

## 9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

## 10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM-011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	<ul style="list-style-type: none"> <li>- Adhoc Services for 3<sup>rd</sup> party (NWPG) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul> </li> </ul>	R	100%

\* S = Standard Service R= On Request

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**sa express**

we fly for you

**20<sup>x</sup>**  
**YEARS**  
 in Aviation

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 1 Jones Road  
 T: +27 (0)11 978 8900  
 F: +27 (0)11 978 8578

 P O Box 101  
 OR Tambo International Airport  
 1627  
 South Africa  
[www.flysaexpress.co.za](http://www.flysaexpress.co.za)

 Koreneka Trading and Projects  
 22 NWDC Building,  
 1<sup>st</sup> Street Industrial Site  
 Mafikeng  
 2745

01 May 2015

Dear Sirs/Madam

**Letter of Appointment: Service Provider for SA Express North West Operations Airport Management**

Thank you for participating in the aforementioned supplier development bidding process

This letter serves to confirm that your company Koreneka Event Managers (T/A Koreneka Trading and Projects) Registration Number: 2007/051834/23 has been appointed as the preferred bidder, following the SA Express supplier development bid evaluation process for the management of airport operations with SA Express in the North West Province.

The appointment is subject to the successful conclusion of a supplier development contract and service level agreement. SA Express would like to therefore invite your team for finalization of contractual negotiations.

We trust you will find the above in order and look forward to a working together.

Yours Sincerely

  
 Mr Tinyiko Maswanganyi  
 DM Procurement

**PAID**
  
 bst

 Board of Directors: B Samuels\* (Chairperson), I Ntshangane\* (Chief Executive Officer), M R Shetty\* (Chief Financial Officer),  
 B Oibela, N B Gaurisa, P E Mabyana, O N Mofheba, K T Nondomo

General Secretary: B I Mahabula

South African Express Airways SOC Ltd

EE

## Invoice


**Valotech**  
 facilities management

 34 Impala Street  
 Golf View  
 Mahikeng  
 North West 2745

 PO Box 4587  
 Mmabatho  
 North West 2735

 Tel: +27 11 042 8945  
 Cell: +27 83 411 7661  
 Fax: +27 86 614 0426

 Email: info@valotech.co.za  
 Web: www.valotech.co.za

## Client Details

 Client Name Northwest Department of  
 Community Safety & Transport

Start Date 13-06-2016

Invoice No. 1

Client Phone 0183815113

End Date 13-06-2016

Account No. NWCST01

 Client Address Safety House 31324  
 Molopoe road, Mahikeng, 2735

Cust VAT Reg.

Invoice Date 13-06-2016

Qty/Hrs	Item	Description	Rate	Total
1	Service	Route Marketing Subsidy	4 850 000.00	4 850 000.00
1	Service	Airport Operations Costs	11 000 000.00	11 000 000.00

## Banking Details

 Name: Nedbank  
 Branch: Mahikeng  
 Account Type: Current  
 Account No: 112 382 9373  
 Account Name: Valotech Facilities Management  
 Client Invoice Number

Subtotal R15 850 000.00

VAT R0.00

Total R15 850 000.00

Deposits R0.00

Balance Due R15 850 000.00



PAID

bst

20001  
RP007BSCONTACT PERSON : KUTLWANO PHATUDI  
INSTALLATION DESCRIPTION : NW: COMM SAFETY & TRNSP MANAGMNT  
LOCATION DESCRIPTION : NW: COMM SAFETY & TRNSP MANAGMNTPAYEE NAME : VALOTECH FACILITIES MAN114449000  
PAYMENT ADDRESS: PO BOX 4587MMABATHO  
Mmabatho CBD  
Mmabatho  
2735SOURCE DOC  
NUMBER

051

PURCHASE ORDER  
NUMBER

05E015094P

PAYMENT  
NUMBER

001328875

FUNCTIONAL  
AREA

AP

USER

APWLKR

AMOUNT

15,850,000.00

15,850,000.00

TOTAL

PAYMENT WAS RE-ROUTED TO A CREDIT TRANSFER. NEW ACTION DATE: 13/07/2016. DISBURSEMENT NUMBER: 619988.  
\*\*\*\* END OF REPORT RP007BS \*\*\*\*NW: COMM SAFETY & TRNSP MANAGMNT  
PAYMENT STUB

STUB: 13.07.2016

DATE: 12/07/2016

TIME: 18:04:24  
PAGE 51CONTACT TEL NO : 018 381 9104  
DISBURSEMENT NO: 000619988  
ACTION DATE : 15/07/2016BANK NAME : NEDBANK LIMITED  
BANK BRANCH : NEDBANK SOUTH AFRICA  
ACCOUNT TYPE: CURRENT  
ACCOUNT NO : 1123829373

PAID

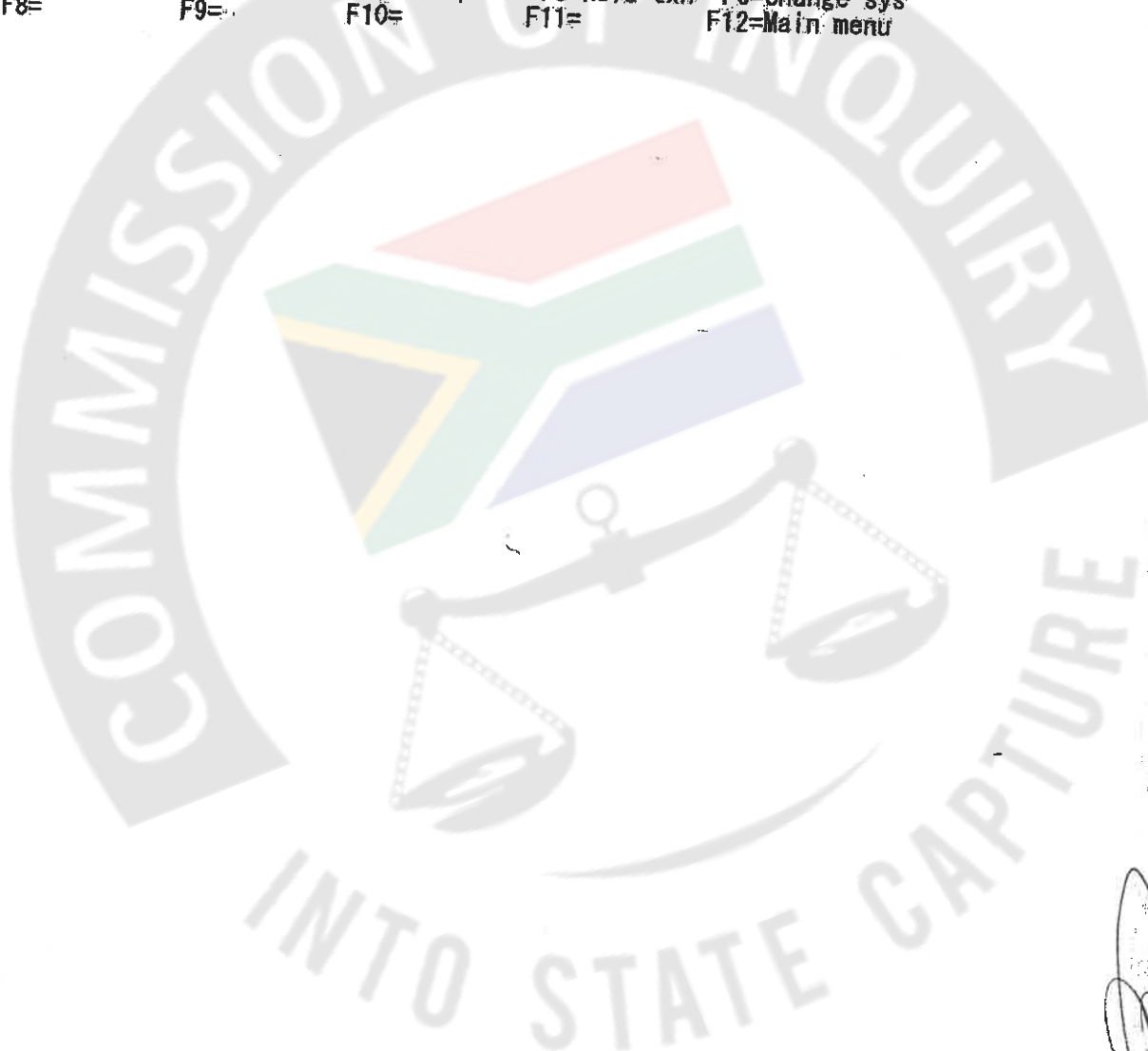
bst

Purchase Order Line

011 / BSP0011A

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 olter Code..... 114449 000 Asset number (AIK):  
 der number..... 05 E015094 P 00 0000  
 tem Requisition Number..... Req Line Nbr.:  
 ocation (ACK)..... 05 01734 30020 31199 00341 00004 00235 00019 00086  
 ivery Location..... AIR TRAFFI / HTR:OPERAT / DIV:AIRPOR / VOTED FUND  
 ivery date..... 31199 Suspence ACK Ref..  
 2016/07/04 Line Code..... GEN  
 kroom...  
 e nbr..... 1 Material..... UOM..... UOM Type...  
 antity..... 0000 U/P..... R. 00000  
 ills..... ROUTE MARKETING SUBCIDY MAFIKENG AIRPORT OPERATION  
COST

nt..... 15 850 000 00  
 ?..... N Insp Type.....  
 ual Requisition Number..... 30020-11 Vat Category....  
 transaction 011 Security Status: COMPLETE SC / BS05  
 elp F2=Next txn F3=Exit F4=Prompt F5=Hold txn F6=Change sys  
 F8= F9= F10= F11= F12=Main menu



bst



Invoices per Order Enquiry

Z47 / BSAPZ47

Number: 05 E015094

Vendor: 114449 000

VALOTECH FACILITIES MANAGEMENT

Invoice Number

0000 05 1

Amount:

15,850,000.00

St. Cheque nr. Cheque Date

C 00005027952 2016/07/08

Running Total: R15,850,000.00

transaction Z47

Help

F2=Next txn

F8=

Security

F3=Exit

F9=

Status: COMPLETE

F4=Prompt

F10=

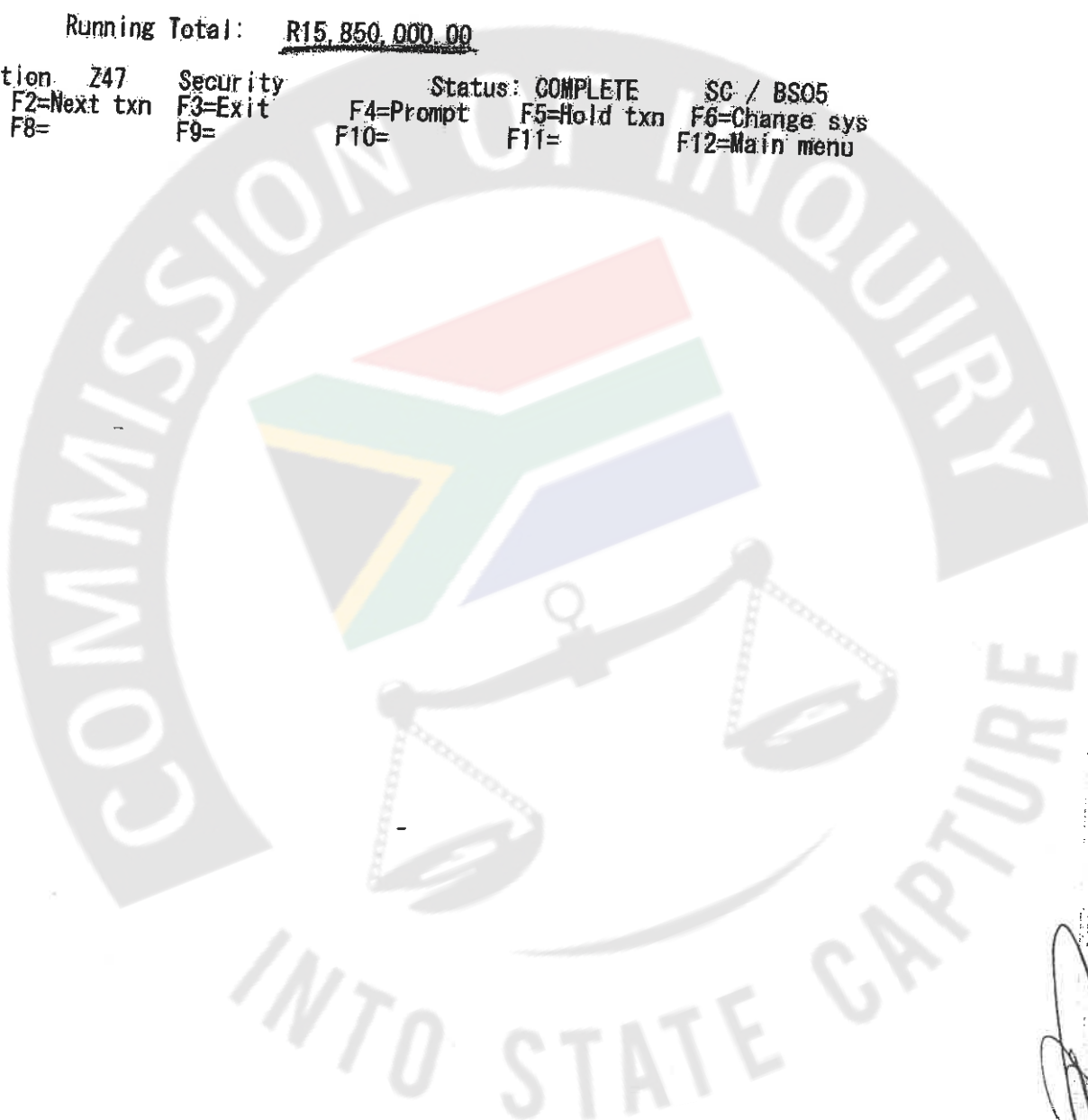
F5=Hold txn

F11=

SC / BS05

F6=Change sys

F12=Main menu



bse

## Vendor Inquiry

039 / BSAP039D

Supplier... : 114449 000

Name..... : VALOTECH FACILITIES MANAGEMENT

Short name... : VALOTECHFA

Address 1: PO BOX 4587

Address 2: MMABATHO

Address 3: Mmabatho CBD

City..... : Mmabatho

Fax..... : 0780926868

Postal code: 2735

Phone: 0780926868

Payee.....

Contact:

VAT/Id nbr. : 2011/095681/23

Type... : P

Minority supp:

Status: A

Bank cd... : EFT

Bank nm.... : ELECTRONIC FUNDS TRANSFER

Date dt: 2016/07/01

Last acty... : 2016/07/08

Last updated: 2017/01/24

ns.....

Delay day net: 000

Delay day disc:

nk: NB Branch:

01 Nbr... : 198765

Account Nbr... : 1123829373

Commodity groups:

DATA AVAILABLE

transaction 039

Security

Status: WARNING

SC / BS05

1=Help

F2=Next txn

F3=Exit

F4=Prompt

F5=Hold txn

F6=Change sys

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F8=

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F12=Main menu



bst

*[Signature]*

REPUBLIC OF



SOUTH AFRICA

2537251

N.W. M4

Payment Copy

## ORDER

Page 001

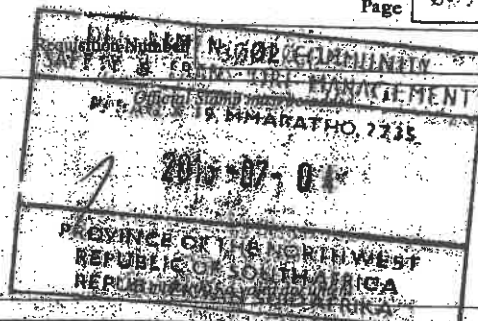
Order Number 15EW 50942000000

TECH FACILITIES MANAGEMENT

K 4587

LITH

Motho BC



the conditions on the back hereof, please supply the under mentioned goods / services for which purpose a rail warrant is attached.

DEPARTMENT OF COMMUNITY SAFETY

Rail Warrant Number

FOR

Order Date

20160704

Delivery Date

20160704

Number

Description / Allocation

Quantity

Units

Unit Price (Inc. VAT)

Total Line Amount

B. W. NORTING SUBCIDY MAFIKENG AIRPORT OPERATION

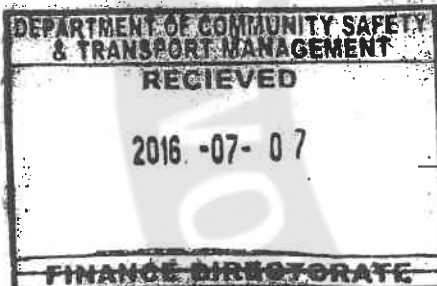
734300203119900341000040023500019

\*\*\*\*\* \*

\*\*\*\*\* \*

\*\*15,350,000.00

\* END OF ORDER \*



COMPLIANCE

SIGNATURE

PAID

619988

15-07-2016

Cheque Number

Cheque Date

Signature

Total of Order

1

I certify that the above mentioned order has in every respect been received, that the goods are correct according to specifications and that they have been received in full.

I certify that the above order is in agreement with the invoices, that the charges are according to contract agreement or tariff fair and reasonable and that payment can be made

Signature: *M. M. M.* Designation: SAC Date: 07.07.16

Signature: *M. M. M.* Designation: S-N Date: 08-07-2016



## DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT

## PROCUREMENT REQUISITION/CONTROL FORM

COST CENTRE: Transport : INFRASTRUCTURE OPERATIONS  
Tel : 018 385 1039

REQUISITION NO: 30020-11

Valoach Facilities  
ManagementP O BOX 4587  
Mmabatho  
2735DESCRIPTION OF GOODS/SERVICES: PART 1  
Route Marketing Subsidy Marketing  
Airport Operation costQUANTITIES  
15 850 000.00PAID  
MOTIVATIONREQUESTED BY: O. B. Ballgah  
TEL: 018 385 1039

APPROVAL NUMBER: 15850-000-001

01-08-2016 06:00

AUTHORIZATION BY BUDGET CONTROL OFFICE

LOGISTIC CONTROL OFFICE

CASH AVAILABLE: YES

LOGISTIC OFFICIAL

SIGN: E. O. S. M. DATE: 28/06/16

DATE: 04/07/2016

Original Budget: 15 850 000.00

15 850 000.00

Less: Expenditure to date:

85 055 000.00

Less: Committed Amount

51 053 000.00

Less: Expenditure Applied:

0.00

Available Budget: (4-5)

15 850 000.00

RITTED CORRECT:

L. K. L. H. O. C. M. O. N. U. A. E

ST CENTRE CLERK

27/06/16

NAMES: M. S. E. R. O. M. E. D. A. Y. E. L.

TEL NO: 018 385 1039

ROVED BY: O. S. M. O. S. I. A. N. E. DATE: 28/06/2016

J. O. R. A. N. E. C. O. S. T. C. E. N. T. R. E. M. A. N. A. G. E. R.

NAMES: O. S. M. O. S. I. A. N. E. TEL NO: 018 200

PART 2

PART 3

PART 5

APPROVED SIGNATURE: E. O. S. M. O. S. I. A. N. E.  
PROVINCE OF THE NORTH WEST  
REPUBLIC OF SOUTH AFRICA  
REPUBLIC OF SOUTH AFRICABUDGET APPROVAL  
2016-08-27DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT  
P. O. BOX 4587, Mmabatho, 2735

ORDER NUMBER

DISTRIBUTION OF GOODS

DISTRIBUTION OF GOODS

DISTRIBUTED BY: DATE: 04/07/2016

RECEIVED BY: DATE:

553

759



**sa express**  
we fly for you

2<sup>nd</sup> Floor  
E Block Offices  
Airways Park  
1 Jones Road  
T: +27 (0)11 978 9900  
F: +27 (0)11 978 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

June 2016

Head of Department  
Dept Community Safety and Transport Management  
North West Provincial Government  
Mahikeng

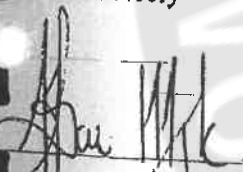
Dear Mr Mosiane

Mahikeng International Airport

SA Express Airways would like to notify the Department Community Safety and Transport Management of the appointment of Valotech Facilities Management (Registration 2011/095681/23) as the Handling Company for Mahikeng International Airport.

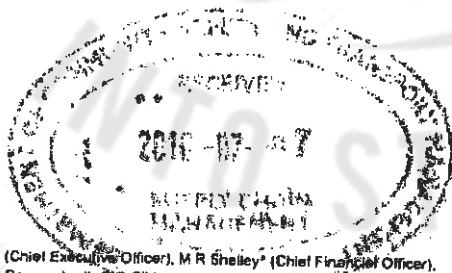
SA Express has sent through the signed contract to the department.

Yours sincerely



Brian Tebogo Van Wyk

General Manager: Commercial



Directors: G N Mothema (Chairperson), I Nishanga\* (Chief Executive Officer), M R Shelley\* (Chief Financial Officer),  
B P B Dibale, R Ntshani (Indie), J N Nkabinde, P Ramosebudi, G R Sibya

Secretary: M Gie  
Director

**PAID**

South African Express Airways SOC Ltd  
Co. Reg. No. 1990/007412/30  
VAT Reg. No. 4400140499

REQUEST FOR CREDIT TRANSFER  
NW: COMM SAFETY & TRNSP MANAGMNT

THE GENERAL MANAGER  
ABSA BANK  
PO BOX 427  
PRETORIA  
0001

BAS SERIAL NUMBER: 00000562

DATE: 

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FOR ATTENTION: THE MANAGER BANKING SERVICES  
DEAR SIR/MADAM  
PAYMENT TO

PLEASE CREDIT THE ACCOUNT HOLDER  
ACCOUNT NUMBER

BANK

BRANCH CODE

PAYMENT DETAILS

: VALOTECH FACILITIES MAN114449000  
: VALOTECH FACILITIES MAN114449000  
: 1123829373  
: NEDBANK LIMITED  
: 198765  
: BASU09-NW: PUBLI, DBNO:000619988

VALUE DATE

D	D	M	M	C	C	Y	Y
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AMOUNT

: R15850000.00\*\*\*\*\*

B I L L I O N S				M I L L I O N S				T H O U S A N D S				C E N T S	
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Debit Account number : 04085956636

1st AUTHORIZED SIGNATORY

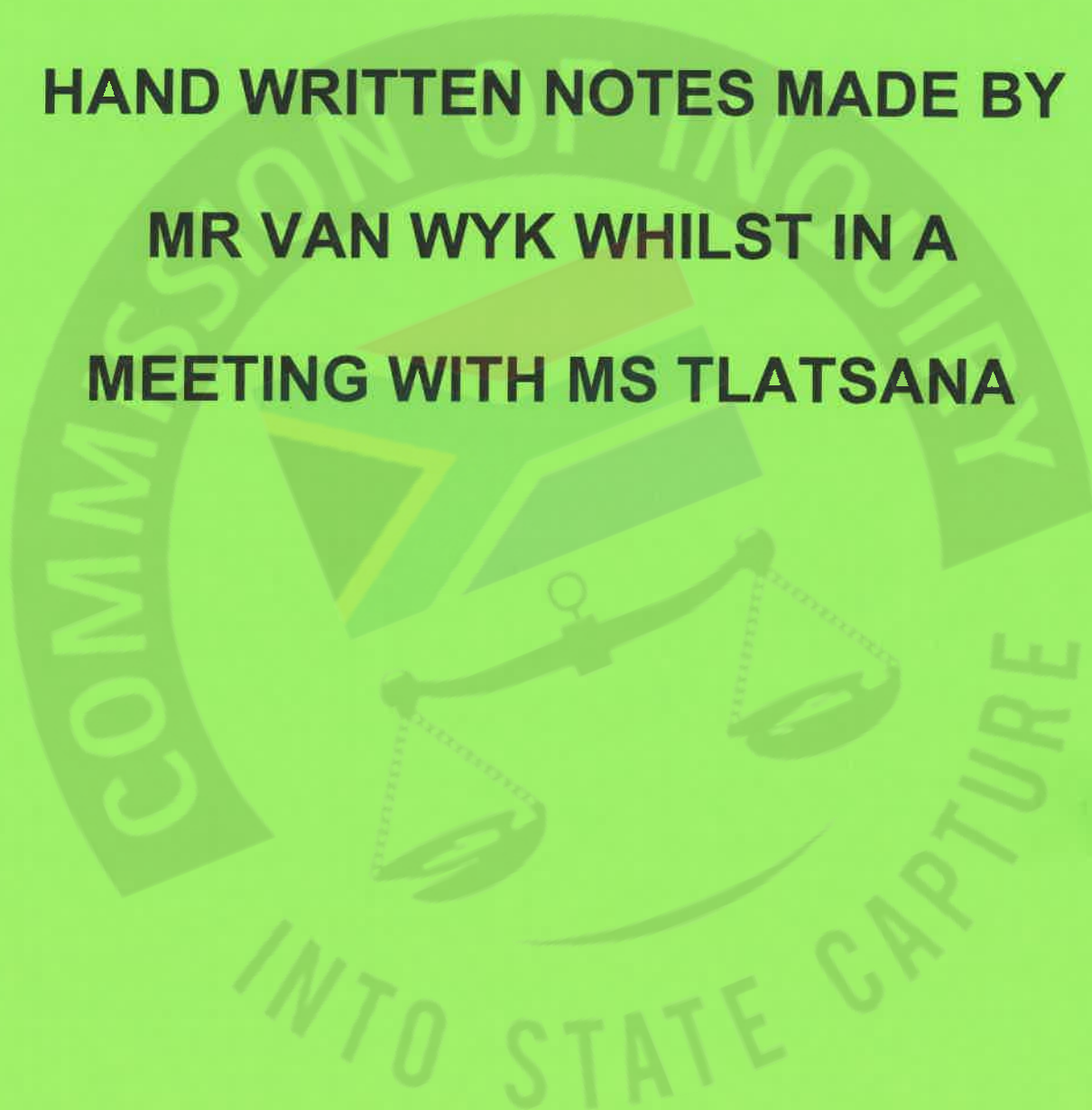
2nd AUTHORIZED SIGNATORY

FOR HEAD OF DEPARTMENT :

DEPARTMENTAL DATE STAMP

DEPARTMENT OF COMMUNITY SAFETY & TRANSPORT MANAGEMENT	PRIVATE BAG X19 MIMABATHO 2735	13 JUL 2016
PROVINCE OF THE NORTH WEST REPUBLIC OF SOUTH AFRICA REPUBLC VAN SUID AFRIKA		

**HAND WRITTEN NOTES MADE BY  
MR VAN WYK WHILST IN A  
MEETING WITH MS TLATSANA**



D AGREEMENT KOLENGRA<sup>100x</sup> - MYSELF (CO)  $\Rightarrow$  (5 YRS.)

2) WAY FORWARD.

\* 1 MONTH MEETING

- WHAT IS HAPPENING. (OIL PRICES)
- FINANCES
- FINANCIAL / TAX.

NB!!!

AUDIT.

(MAR.) 1 APR.

\* DAVID ROUT

INT

2 ACCOUNTANT (FINANCIALS / TAX / PAYE / RETURNS / QUERIES - DEPT / A)

CO + VAT.

### 3) BANK STATEMENT

① PMT

5 - DETAILS  
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(5) FACILITIES.

TRACTOR

## - FLOWERS

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— GARDENING IMPLEMENT.

- ABUCTION UPGRADE

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## **RECORDING “01” (2:45 seconds)**

**28:00 – 30:45**

**Mr Van Wyk – Spent R400 000 in the  
ANC 104**



## **RECORDING “02” (6 MINUTES)**

**35:00 – 41:00**

**Mr Van Wyk Implicates Politicians  
and North West Transport Officials  
in Corruption.**



## **RECORDING "3" (3:30 SECONDS)**

**43:00 – 46:30**

**Mr Van Wyk further implicates two Ministers (Ms Lynne Brown and Ms Dipuo Peters) in Corruption.**

**RECORDING “4” (20 SECONDS)**

**1:17:00 – 1:17:20**

**Mr Van Wyk implicates “his boss”  
and “Chairperson of the Board”**



**Ms BABADI TLATSANA**

**“A1 STATEMENT”**



1.1 Herewith I BABADI SYBIL TLATSANA with identity number 6501050477 083 with cell number 083 590 9104, business address number 13 NWDC Building, 1 st Street Industrial Site, Mafikeng with landline number 018-381 5113 makes oath and state that all of the information herein mentioned falls within my personal knowledge unless otherwise stated and is to the best of my knowledge true and correct. I am making this statement in my capacity as a complainant.

1.2 I herewith wish to sketch the background with regard to criminal charges of money laundering, forgery and uttering as well as theft and fraud committed by one Mr Brian Tebogo van Wyk, Mr David Kalisilira, Miss Nothando Dube and other individuals and/or Companies incriminated by virtue of them receiving unlawful payments or payments in respect of services not rendered from a Closed Corporation, Koreneka Events Managers T/A Koreneka Trading and Projects with CC Number 2007/051834/23, (hereinafter referred to as Koreneka).

1.3 I am a managing member of Koreneka and doing business from *inter alia* the above address. The Closed Corporation was registered during 2007 with me as sole managing member.

bst



- 1.4 During 2014, after the elections, I had an idea that I knew would be a benefit to the people of the North-West Province. I intended to revive flights into Mafikeng and more regular flights into Pilanesberg International Airport. The Mafikeng Airport, had to my knowledge, since the "departure" of the "Bophuthatswana Regime" not been functioning at all. It would also be brilliant to lobby such activities as a marketing strategy on behalf of Koreneka in the Northwest Province.
- 1.5 I searched for information about the local flights into and out of the North-West Province. I phoned South African Airways, in Johannesburg whom advised that they were mainly occupied with international flights and referred me to SA Express.
- 1.6 I then called SA Express in the above regard and was referred to their Communication and Commercial division. More specific I was referred to Mr Tebogo Brian van Wyk. I called Mr Van Wyk and attempted to market my idea over the phone to him. I told him that the Mafikeng Airport was getting dilapidated every day and it used to be fully operational during the Bophuthatswana era. He then advised me to forward him a short proposal, which I did. He gave me his cell number 083 400 0086 and he also provided me his email address namely [tebogovw@gmail.com](mailto:tebogovw@gmail.com).
- 1.7 Sometime later during 2014 after the election, I attended a business forum meeting in Mafikeng where the current Premier of

bst



the North-West Province Mr Obakeng Ramoeletsi Mahumapelo addressed business people with regard to possible future business ventures and opportunities within the North-West Province. I personally spoke to the Premier with regard to my idea of the restoration of flights into Mafikeng and more regular flights into the North-West Province. He said that he was impressed with my idea and told me to get his cell phone number from his PA, which I did. The number provided to me was 079 774 0269. Afterwards I attempted to get hold of the Premier many times without success.

1.8 In this regard I also approached Mr Themba Gwabeni who was by then the Chairman of North-West Transport Investment Board. He also agreed with my idea and said he will also attempt sell my idea to the then MEC Mr Oageng Molapisi. I was also advised by Mr Gwabeni that the MEC of the Department of Transport, Safety and Liaison in the Northwest Province would have to present my idea to Parliament before it could be possible.

1.9 I later contacted Mr van Wyk to inform him about my meeting with Mr Themba Gwabeni and provided him with the numbers of Mr Gwabeni for purposes of future communication in the event that he deemed it necessary to communicate with Mr Gwabeni.

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1.10 At a later stage Mr Van Wyk called me and requested me to make amendments to my proposal, which I did. In fact Mr van Wyk requested me on two other occasions to make more amendments and also gave some guidance in this regard.

1.11 Later Mr Van Wyk phoned me and informed me that the proposal of Koreneka was provisionally selected as the service provider for SA Express North-West Operations. I was so excited that I could at first not believe that Koreneka stood a chance as the preferred bidder. According to Mr Van Wyk Koreneka's proposal was elected for the following reasons namely;

- I originated from the North-West Province.
- I was a female and as such in line with their bidding preferential criteria with regard to the empowering of woman in the Northwest Province.
- Koreneka was duly registered in 2007.
- I was the "original person" who came up with the idea

1.12 According to Mr van Wyk we first had to address a "few issues" prior to the final approval and appointment as the preferred bidder, namely;

- (i) Koreneka had to appoint a more experienced audit company which understood the internal processes of SA Express and that he knew a certain Mr David Kalisilira from Mintbooks in Gauteng whom would be the right person for

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such appointment. I was internally grateful to Mr van Wyk because of him Koreneka was going to be "placed on the map, big time!

- (ii) According to Mr van Wyk it would also be necessary to appoint two other shareholders/directors with me in Koreneka.
- (iii) According to Mr van Wyk, SA Express allowed him to assist smaller businesses like Koreneka to bring in "people from outside" as directors/shareholders. Mr Van Wyk said that a certain Mrs Catherine Joyce Phiri, also from Mafikeng would be the right person to be appointed.
- (iv) According to Mr van Wyk, I could also nominate a person to be brought into Koreneka. I told him that my sister was unemployed and I could ask her. However Mr van Wyk said that it would not be possible to appoint family members as shareholders as such appointments would constitute nepotism.
- (v) Mr van-Wyk said that all directors' and shareholders had to pass as a vetting process prescribed by SA Express. This comment from Mr van Wyk made me to trust him unconditionally.

1.13

I wish to state that I had no reason to doubt anything that Mr van Wyk told me at the time. He assisted me tremendously, also in terms of general advice. After all with his assistance in the

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proposal, Koreneka's got provisionally appointed as the preferred bidder with SA Express.

1.14 According to Mr van Wyk there was no salaries to be payable to shareholders who were non participants in the running of Koreneka and as such will only be receiving small dividends at the end of the project.

1.15 He also told me that I was would be allowed to an approximate income amounting to 10%-12 % of the annual contract fees in the first year and a market related salary for active directors as well as dividends. He said that monies payable to me would in the interim appear as loans to director or shareholder and later "set off" against what was due to me

1.16 I discussed the matter with Mr Gwabeni further and he advised that he and Mr van Wyk agreed that one Mr Victor Thabeng would be the right person to be brought into Koreneka.

1.17 I decided to allow Mrs Phiri and Mr Thabeng to be brought into Koreneka during January 2015, I contacted Mr Thabo Rankokwadi to make the necessary arrangements to enrol Mrs Phiri and Mr Thabeng as 33% shareholders each and me with 34% shares. The necessary

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documentation was completed, signed and submitted with the office Commissioner of Companies & Intellectual Property Commission.

1.18 I was telephonically informed by Mr van Wyk that Mrs Phiri, Mr Thabeng and Kalisilira have passed their vetting process. Mrs Phiri was a Teacher by profession and Mr Thabeng was a Project Manager employed by the SABC as previously stated.

1.19 I wish to make it clear that I have never had any dealings or discussions with Mrs Phiri or Mr Thabeng prior to them being nominated to come into Koreneka.

1.20 I wish to state that Koreneka had an account with ABSA but were instructed by Mr Van Wyk to open a new account with FNB which was opened in January 2015. Account number 62517944296 in the name of Koreneka Trading and Projects CC.

1.21 During April 2015 I received a call from SA Express informing me that Koreneka has finally been appointed as the preferred bidder. Mr van Wyk phoned me and told me that the contract is ready to be signed

1.22 I clearly remember how nervous I was when the contract was signed. I was so excited, at the same time and I felt very important. I did not read the agreement. I also did not want to appear "stupid". I signed as per the request of Mr van Wyk.

According to him the agreement had to be forwarded to Department of Community Safety and Transport

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Management in the North-West Province, another with SA Express and a third one with Mr van Wyk himself. See Annexure B1.1

1.23 Mr van Wyk informed me that he was going to assist me and Koreneka to be successful. He said that he would monitor certain payments and follow the progress of our services closely. I was happy that such a busy man of his stature was willing to assist and make this project successful. He also said that I should call him or text him with regard to payments notifications into the bank account of Koreneka, which I did. (I was so impressed with Mr van Wyk that I got involved with him in a RDP building project in the Northwest Province as well).

1.24 I do not recall when but I do remember that Mr Van Wyk asked me to handover the internet access/pin codes of Koreneka's account at First National Bank (FNB) to Mr Kalisilira, which I did, as he in his capacity as auditor was going to be responsible for all payments on behalf of Koreneka and also be responsible for SARS payments.

1.25 Service delivery commenced at 1 May 2015 at the Pilanesberg International Airport and 1 September 2015 at the Mafikeng international Airport.

  
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**PAYMENT BACKGROUND**

- 1.26 From the period of 1 May 2015 – late December 2015, I have not made any internet payments from the account of Koreneka at all. All of these payments were done by Mr David Kalisilira.
- 1.27 On 6 May 2015 an amount of R 8.5 million rand were transferred from SA Express into the FNB account of Koreneka. See attached the FNB bank statement relating to Koreneka for the month of May 2015 See Annexure "B3.1"
- 1.28 The following day namely 7 May 2015 an amount of R 2 million rand were transferred from Koreneka's account into an unknown account to me by Mr David Kalisilira. I received payment notification via my phone from FNB, confirming the payment. Until today I have not seen any invoice relating to this payment. According to Mr Brian van Wyk the majority of payments to be made by Koreneka in the beginning of the contract were made in relation towards certain reparations at the Pilanesberg International Airport and consulting fees.
- 1.29 The same day 7 May a further R 2 million rand was transferred into the account of one P.J. Papitis in four denominations namely, R660 000, R 700 000, R 320 000 and R 320 000 from the account of Koreneka. To my knowledge we never had any dealings with P.J. Papitis. I am not aware as to why P.J. Papitis had to be paid. I have never seen any invoice

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justifying any of these payments on behalf of Koreneka made by Mr David Kalisilira. By then payment confirmation was sent to me, Mrs Phiri, Mr Thabeng and to Mr Kalisilira.

1.30 Only after I made some enquiries during March 2017, I was told that Mr Papitis full names is Peter John Papitis, a foreign national with resident status in South Africa with Identity number 6510315670 184.

1.31 On 11 May 2015 a further R 2 million rand was transferred from the account of Koreneka into an unknown account to me. The only reference on the bank statement of Koreneka is "Movement and Finance" I have not seen any invoice to justify this payment.

1.32 On 14 May 2015, an amount of R 500 000.00 were transferred from Koreneka into an account unknown to me with reference "El Skakol". I have not seen any invoice in this regard. Also see bank statement marked Annexure "B 3.1"

1.33 On 27 August 2015, R 8.5 million rand were transferred into account of Koreneka from SA Express. See bank statement marked as Annexure "B 3.2". I received payment confirmation from FNB in this regard and confirmed the payment with Mr van Wyk.

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1.34 On 16 September 2015 an amount of R 5 million rand was transferred from Koreneka FNB account into an unknown account to me. When I called Mr Van Wyk he said that this payment was the 1 st payment in relation to "other stakeholders, Fire trucks and Security Camera's" for both airports. See bank statement for the month September 2015 marked as Annexure "B3.3" I have not seen any invoice in this regard.

1.35 On 21 September 2015, R 500 000.00 was transferred from the account of Koreneka into an unknown account to me. The only reference available on the bank statement refers to "Management Consulting". I have not seen any invoice regarding this payment.

1.36 According to the Bank statement of Koreneka, a transfer amounting to R5 million rand was paid from the account of Koreneka on 11 November 2015 into a business account of Neo Solutions. I am advised that Mr Vivian Natassen is the director of Neo Solutions. On the same day Mr Kalisilira attempted to transfer a further R5 million into the account of Neo Solutions, however this attempt was reversed by the bank. I was told that the bank could not reach me for payment confirmation, where after they called Mrs Phiri whom at the time was a co-signatory to the account. She apparently told the bank that she did not know anything about Koreneka or the payment. I hereby attach the interim bank statement reflecting the abovementioned transactions, marked as Annexure "B 3.4" and the Bank statement for November 2015, marked as Annexure "B 3.5" respectively.

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1.37 Later on the same day I received payment notification via a text message confirming the transfer from Koreneka. I communicated the payment confirmation with Mr Brian van Wyk regarding the transfer. Mr van Wyk confirmed that it was in respect of the 2<sup>nd</sup> payment and that a further payment was due to be paid from Koreneka to Neo Solutions amounting to R 4.9 million rand the next day.

1.38 These payments were as I previously mentioned according to Mr van Wyk in relation other stakeholders, to fire trucks and security cameras for both airports totalling R 14.9 Million in total (R5 Million payment in September 2015, the R5 Million and + R4.9 Million rand payments in November 2015)

1.39 The following day 12 November 2015 a payment of 4.9 million rand was made into the account of Neo Solutions from the account of Koreneka. The bank phoned me and I confirmed the transfer as per the confirmation and instruction of Mr van Wyk previously.

1.40 I wish to mention that no fire trucks was ever received in this regard and I had to make a payment for the installation of the security camera's early 2016 and it did not amount to millions of rand as per Mr van Wyk.

1.41 After a discussion with a church leader and confrontation with Mr van Wyk it became clear to me that there were irregular workings

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between Mr van Wyk, Mr Kalisilira and others which operated to the detriment of Koreneka and myself.

1.42 Thereafter, I do not recall when, I requested the auditor Mr Kalisilira, to provide me/Koreneka with copies of all invoices paid from the account of Koreneka as from 1 May 2015. His response was that I should ask Mr van Wyk as he (Mr van Wyk) has knowledge of all invoices.

1.43 I found the response of Mr Kalisilira as very evasive and suspicious, he as the auditor and should have every invoice with him as he was responsible for payments. That was the agreement. I decided to change the bank internet access code of Koreneka because I had to protect the interests of Koreneka and later transferred funds from Koreneka's FNB business account to Koreneka Investment account and later funds from Koreneka Investment account to the original Koreneka Absa account and my own account.

1.44 A dispute between myself and Mr van Wyk and Mrs Phiri had severe consequences for me which got me arrested based fabricated lies. However I am advised which advice I accept not to discuss the merits or the charges and allegations against me in this statement.

1.45 During April/ May 2017 after studying the correspondence of my former attorney Mr Andries Nkome and the attorney of Mrs Phiri, it became evident to me that there were a strong possibility that

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Mr van Wyk and Mrs Phiri may be using the same attorney, one Mr Sello Mogodiri.

1.46 I am advised that there would be no legal reason why Mr van Wyk and Mrs Phiri could not use the same attorney. However Mr Mogodiri would not be allowed to act on their behalf in the event of a conflict of interest. I shall deal with this fact later.

1.47 I was advised to attempt to get hold of a copy of all Koreneka related documentation from Department of Community Safety and Transport Management as it became clear that Mr van Wyk had too many influential contacts at SA Express and I would not receive any help from SA Express in this regard. This strategy lead to my discovery of several documents including the "North West Province Airport Operations – Pilanesberg and Mahikeng" agreement, signed in April 2015, marked as Annexure "B2".

I also wish to state that Mr van Wyk was very reluctant to give me a copy of the Koreneka agreement. He only gave me a portion of the agreement when the bank requested it in December 2015. I suspect that the contract has been altered. See Annexure B 1.1.

1.48 I also wish to mention that I am in possession of voice recordings representing many hours of discussions between Mr van Wyk and me in which in incriminates several influential individuals. If necessary I shall make the recordings available for purposes of further investigation at a later stage.

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1.49 I appointed two different legal teams and a consultant to assist me/Koreneka. Mr. Julian Knight as my attorney, Adv Leon Kellerman SC in civil matters and Mr Francois Joubert from Moyo Incorporated in the criminal matter.

1.50 During March 2017 Mr. Knight phoned Mr David Kalisilira with regard to payments made by Mr Kalisilira from 1 May 2015 -30 December 2015. According to Mr Knight, Mr Kalisilira informed him that he did not know where any invoices currently were, as he only acted on behalf of Koreneka for 3 months and claimed that he was not responsible for payments as payments were made by Nothando Dube, my former Facilities Manager. This statement is a lie, he was responsible for all payments at that time and as he paid himself hundreds of thousands of rand from Koreneka and the bank statements reflect such payment from May 2015 – January 2016.

1.51 I wish to state that I have on several occasions attempted to secure from the bank (FNB) for the payment details from the recipients of specific transfers as referred to above. To date hereof I have not been supplied with any such information and was advised that I should lay charges with the police for assistance in this regard. I have however now received the bank account numbers to which the money was unlawfully transferred as no services were rendered justifying such payments.

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- 1.52 I request that the South African Police Service investigate the allegations herein levelled. All attempts by me and my lawyers to have a proper forensic audit conducted in relation to the above transactions has been unsuccessful.
- 1.53 I was advised by an auditing company Gordon and Partners that I need the consent of Mrs Phiri in relation to a forensic audit and she does not want to agree too. I am of the opinion that her attorney Mr Sello Mogodiri whom is also a family member to her advised not to cooperate in this regard as it would incriminate Mr van Wyk, other family members and individuals very close to her and even Mr Mogodiri himself.
- 1.54 I further wish to mention after the fallout between me and Mr van Wyk our "dispute" lead to a civil matter which I lost as a result of unethical legal representative. I was also charged in a criminal matter as mentioned previously, which is sub judice. Mrs Phiri was the applicant in the civil matter and she is the complainant in the criminal matter. I have now experienced first-hand the extend of the malice and the criminality involved by the vast and powerful network of Mr van Wyk as well as his accomplices.
- 1.55 My current book keeper's husband asked me at a funeral in June 2017 "...what are you doing here, they want you dead, (he mention the name of the person whom he referred to, I am afraid to mention his name as he is a very senior politician ...)" .... they want your head..." he told me. When I asked him what the reason was he said "...they say you are having all the money from the airports..."



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- 1.56 I was told on 25 May 2017 in the presence of my attorney Mr Knight and Mr van der Merwe by The Risk and Legal Manager of SA Express Mrs Merriam Mochoele that I should count myself lucky to be alive.
- 1.57 I make the allegation that Mr. David Kalisilira on the instructions of Mr Brian van Wyk has laundered millions of rands belonging to Koreneka into unknown accounts to me, without bona fide invoices and they have done so with the intention to defrauding Koreneka and also laundered money to the detriment of Koreneka and me.
- 1.58 Mr Van Wyk told me previously that he is extremely well connected to high ranking public servants, politicians and individuals in the Northwest Province and I have no reason NOT to believe him. This causes me to report this crimes at National level for purposes of laying charges and adequate intervention. Nothing will happen if these charges is laid in the Northwest Province.
- 1.59 I also wish to state that Mrs Phiri does not want to give her cooperation with regard to a forensic audit because of her special relationship with Mr van Wyk, her son Levy Siphio Phiri whom is the life

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partner of Mr van Wyk. He was also the Operations Manager of Koreneka and he appointed Nothando Dube.

1.60 I am advised that Mrs Phiri in her failure to act responsibly is also failing in her fiduciary duty as co-managing member and may be guilty of several criminal offences. She received communication with regard to payments from Koreneka which she never questioned. She lied in civil proceedings claiming to be a 50% shareholder of Koreneka whilst she knew it was not true. She has not informed her employer regarding her status in Koreneka as a director or shareholder which was the basis for her resignation from Koreneka. She even failed to report her status to employer after being made aware of it that she should report her status to her employer.

#### Section "B"

1.61 I received information that Mr Van Wyk, Nothando Dube, Kifilwe Precious Mogodiri and others have stolen a 15.8 million rand payment due to Koreneka and they have used Koreneka documentation and contract with SA Express to achieve it. They later orchestrated a "take over" of Koreneka via Valotech Facilities Management once I started to

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question their actions.

1.62 Mr Brian Tebogo van Wyk, ID no: 820831 5510 082, his life partner Levy Sipho Phiri, with ID no: 831005 5502 087, Mrs Nothando Dube with ID no: 7803190318089, Mrs Kefilwe Precious Mogodiri/Mulaudsi, with ID no: 8401280574080 and other individuals incriminated in criminality by virtue of them receiving and facilitating unlawful payments amounting to R15 850 000.000 from Department of Community Safety and Transport Management which was meant to be paid to Koreneka.

1.63 I am of the opinion that Mr van Wyk and his accomplices successfully orchestrated and fabricated a fraudulent contract with Valotech Facilities Management to the detriment of Koreneka as a contract was already in existence between Koreneka and SA Express which was valid until the year 2020.

1.64 Mr Van Wyk informed Department of Community Safety and Transport Management during June 2016 that Valotech Facilities Management with registration nr 2011/095681/23 has been appointed Handling Company Mahikeng International Airport, whilst Mr van Wyk knew that Koreneka has been appointed for a period of 5 years from 1 May 2015 in this regard.

  
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1.65 Mr van Wyk, his former CEO and others intentionally disregarded the Koreneka agreement and the legal implication, the financial damages to Koreneka, it's staff and well as the embarrassment to SA Express. See Attached Annexure "B 4" confirming the appointment of Valotech Facilities Management.

1.66 After a lot of research and enquiries I wish to explain my suspicions and some of the inner workings and the extent of the criminal actions of Mr van Wyk and the other above mentioned.

1.67 Mr Sipho Phiri, on the instructions of Mr van Wyk placed an order for the purchase of a shelf company from the Shelf Warehouse Company, situated in Sandton under the name of Lavao Estavao with registration number K2013149778.

1.68 The name of the shelf company is Valotech Facilities Management (hereinafter Valotech) with registration number 2011/095681/23 CC

The reference for the purchase at the Shelf Warehouse Company by Lavao Estavao refers to the name of a person "Sipho". My contention in this regard is that the name refers to Levy Sipho Phiri. I am advised that the South African Police may apply for more specific information in terms of their statutory powers.

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1.69 What is further interesting is that according to the Companies and Intellectual Property Commission Mr Brian van Wyk's with id nr 8208315510082 name appear as a former director of the company better known as "Lavao Estavao" See attached Annexure "B 5".

1.70 According to a certificate issued by the Commissioner of Companies & Intellectual Property Commission the following information is deemed relevant namely;

- (i) The address of Valotech was changed on 25 January 2016 to that of 34 Impala Steet, Golf View, Mafikeng, North West 2745
- (ii) Membership of Valotech was changed on 26 January 2016. The name of Kefilwe Precious Mogodiri appears as the new member of Valotech.
- (iii) The same day namely 26 January 2016 a further name change appears in the name of Nothando Dube, (a former employee of Koreneka whom at this time was still in the employment of Koreneka)

  
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(iv) On 10 August 2016 membership has changed from Nothando Dube back to Kefilwe Precious Malaudzi. Suspiciously this member chose to use her married name Malaudzi and not Mogodiri as per the member change and purchase in January 2016. See hereto attached Annexure "B 6". I have established that Mrs Mulaudzi got married on 2008.12.10 to Mr Phumudzo Bicay Mulaudzi.

(v) What is more strange is the fact that Mrs Mulaudzi has been in the employment of Discovery Health Services as an Administrator from home, with phone number 011 5291400. Her cell number is 083 2120470 and as such not allowed to operate a multi-million rand company without the permission of her employer.

(vi) What is also suspicious is that the registered office address used to acquire Valotech correspond with the address of Nothando Dube and not with Kefilwe Precious Mogodiri/Malaudzi. The postal address for Valotech appears to be P O Box 4587, Mmambatho, North-West 2735.

1.71

Valotech was appointed as previously stated by SA Express on 1 June 2016 and has to date hereof (not rendered any services) at Mahikeng International Airport. However Valotech has been paid

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a total amount of R15 850 000.00 in respect of services rendered, and SA Express and Mr Van Wyk, the former CEO of SA Express were very well aware thereof.

- 1.72 According to the invoice submitted by Nothando Dube to Department of Community Safety and Transport Management of the North-West Province on behalf of Valotech, the said invoice was in respect of services rendered, which is not true as Koreneka rendered such services. See Annexure "B7"
- 1.73 What is also factually correct is that Nothando Dube has used the phone number of Koreneka on the invoice of Valotech as their number. Payment to Valotech was created by Department of Community Safety and Management during July 2016 and paid in terms of a fraudulent agreement between Valotech and SA Express which is signed by Mr van Wyk and Nothando Dube.
- 1.74 Approximately one month after payment of R 15 850 000.00 was made over to Valotech membership of Valotech was changed once again from Nothando Dube back to Kefilwe Precious Mogodiri /Malaudzi. ✓
- 1.75 It is my respectful submission that there the one common denominator in all of this transactions and that person is Mr Brian Tebogo Van Wyk. He orchestrated the crimes and manipulated several individuals and close family friends of Mrs Catherine Joyce Phiri with only one thing in mind and that is to enrich himself and

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his friends intentionally, unlawfully without rendering any services to justify any payment in this regard.

1.76 I humbly request the police to investigate all the allegations I make and I request criminal prosecution against all of those involved. I am willing to give my full cooperation and assistance. I previously reported Mr van Wyk actions his CEO, the person in of security Officer at SA Express. I attach a copy of a newspaper report confirming the allegations. The content thereof relates to allegations of criminality.

SIGNED AT Pretoria ON THE 6TH DAY OF MAY 2019 AUGUST 2017

Ratana  
COMPLAINANT

THE DEPONENT HAVING ACKNOWLEDGED THAT SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT SHE HAS NO OBJECTION TO TAKE THE PRESCRIBED OATH, THAT SHE CONSIDERS THE OATH TO BE BINDING ON HER CONSCIENCE AND THAT THE PROVISIONS OF GOVERNMENT GAZETTE NOTICE R255 DATED 21 JULY 1973, AS AMENDED HAD BEEN COMPLIED WITH  
SWORN AND SIGNED BEFORE ME ON 6TH MAY 2019 AT

PRETORIA

COMMISSIONER OF OATH

**PETER WAUGH**  
COMMISSIONER OF OATHS  
Proprietor: Peter Waugh and Associates  
Appointment Ref: 9/1/8/2 Pretoria (12/7/2006)  
Republic of South Africa  
Suite 3, 77 Ridge Avenue (North)  
Waterkloof Ridge, Pretoria

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"B1.1"

## STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA) of January 2013

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**[KORENEKA TRADING AND PROJECTS]**

**T/A KORENEKA FACILITIES MANAGEMENT**

Registration Number: [2007/051834/23]

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : Piñanesburg International Airport (NTY)  
is valid from : 01 May 2015 until 30 April 2020  
and replaces : Nil

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## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
- 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
  - 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
  - 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

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3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that:

5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;

5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;

5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.

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## **6 DOCUMENTS FOR GROUND HANDLING**

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

## **7 SCHEDULED FLIGHTS**

7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.

7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

## **8 EXTRA FLIGHTS**

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

## **9 PRIORITY**

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

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**10 EMERGENCY ASSISTANCE**

- 10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).
- 10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.
- 10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

**11 ADDITIONAL SERVICES**

- 11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

**12 PERSONNEL**

- 12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:
- 12.1.1 Three (3) Customer Service Agents (CSA); and
- 12.1.2 Three (3) General Workers.
- 12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.
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- 12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14 FAIR PRACTICES

- 14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

- 14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15 SUB-CONTRACTING OF SERVICES

- 15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

- 15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

- 15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

  
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**16 CARRIER'S REPRESENTATION**

- 16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.
- 16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.
- 16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

**17 STANDARD OF WORK**

- 17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.
- 17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.
- 17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.
- 17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

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**18. PERFORMANCE MEASUREMENT**

- 18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.
- 18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

**19. PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

Delay (Minutes)	Applicable Penalties
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

**20. REMUNERATION**

- 20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.
- 20.2 The charges set out in the Annex B hereto are not inclusive of any the following:

*[Signature]*  
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- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment falling which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:
- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

➤ **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

➤ **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the Indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and Indemnity herein contained shall not apply.

  
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22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

  
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**23 CHARGES**

23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.

23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

**24 DURATION**

24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

**25 TERMINATION**

25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

**26 APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

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**27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

  
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## 32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

## 33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

## 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

## 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

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**SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:

2nd Floor, Block E Offices

Airways Park, 1 Jones Road

OR Tambo International Airport

Postal Address:

P. O. Box 101

O.R. Tambo International Airport  
1627**[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Physical Address:

No: 22 NWDC Building

1<sup>st</sup> Street Industrial Site

MAFIKENG

North West Province

Postal Address:

P. O. Box 2752

MAFIKENG

2745

**36 FORCE MAJEURE**

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;

36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37 **DEFAULT AND TERMINATION**

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

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## 38 • LEGAL COSTS

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this 15<sup>TH</sup> day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. 

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS**

**AIRWAYS SOC LIMITED**

Name: **Inati Ntshanga**

Designation: **Chief Executive Officer**

SIGNED at **MAFIKENG** on this 15<sup>th</sup> day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Name: **Babadi Tlatsana**

Designation: **Director**

  
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## ANNEXURE 1 OF ANNEX B

## GROUND HANDLING SERVICES

## 1. HANDLING SERVICES AND CHARGES

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed times of the carrier aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Item	Description
<b>Section 1</b>	<b>Representation, Administration and Supervision</b>
1.1	General
1.1.1	Liaise with Local Authorities
1.1.2	Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.3	Inform all interested parties concerning movements of the Carrier's aircraft.
1.1.4	Administrative Functions
1.2	Establish and maintain local procedures.
1.2.1	Take action on communications addressed to the Carrier
1.2.2	Prepare, forward, file and retain for a period specified in the Annex B, messages/report/statistics/documents and perform other administrative duties in the following areas:
1.2.3	(a) station administration (b) passenger services (c) ramp services (d) load control (e) flight operations (f) cargo services (g) mail services (h) support services (i) security (j) aircraft maintenance (k) other, as specified in Annex B
1.2.4	Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
1.2.5	(a) Check (b) Sign (c) Forward on behalf of the Carrier items including, but not limited to, invoices, supply orders, handling charge notes, work orders.
1.3	Supervision and/or Co-Ordination
1.3.1	(a) Supervise (b) Co-ordinate Services contracted by the Carrier with third party(ies)
1.3.2	Ensure that the third party (ies) is (are) informed about operational data and Carriers requirements in a timely manner.
1.3.3	Liaise with the Carrier's designated representative
1.3.4	Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party (ies) to perform the services.
1.3.5	Meet aircraft upon arrival and liaise with crew.
1.3.6	Decide on non - routine matters
1.3.7	Verify dispatch of operational messages.

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1.3.8	Note irregularities and inform the Carrier.
1.4	<b>Station Management</b>
1.4.1	Provide representative on behalf of the Carrier to act (b) non-exclusively
1.4.2	The Handling Company is authorized to represent Carriers interest with regard to resolving governmental and local authority matters
1.4.3	Attend local airport meetings on behalf of the Carrier (a) report to the Carrier results/contents of the meetings (b) att, vote and commit on behalf of the Carrier
1.4.4	The handling company will be authorized to (a) assist (b) negotiate (c) commit services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B (1) Air portelounges (2) Passenge delivery service (3) other
1.4.5	Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
1.4.6	Uaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
1.4.7	Perform and report (KPI - key performance Indicators) quality/performance measurements.
1.4.8	Handle the contents of Carrier's company mail pouches.
Section 2.	<b>Passenger Services</b>
2.1	<b>General</b>
2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2	Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
2.1.3	When requested by the Carrier (a) provide or (b) arrange for for special equipment, facilities and specially trained personnel, for assistance to (2) disabled passengers inside the terminal (3) VIP's
2.1.4	Assist passengers when flights are interrupted, delayed or cancelled.
2.1.5	Notify the Carrier of complaints and claims made by the Carrier's passengers
2.1.6	Report to Carrier any irregularities discovered in passenger and baggage handling.
2.1.7	(b) Arrange for (a) check-in position(s) (2) service counter(s)/desks for other purposes
2.1.8	Perform on behalf of the Carrier the following sales functions (a) reservations (b) issuance of transportation documents

  
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2.1.9	(c) e-ticketing As specified in Annex B
2.2	Departure
2.2.1	Perform pre-flight editing
2.2.2	Check and ensure (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
2.2.3	(a) Weigh and/or measure checked and/or cabin baggage, (b) record baggage figures for (1) initial flight (2) subsequent flight(s)
2.2.4	Excess baggage (a) determine excess baggage (b) issue excess baggage ticket (c) collect excess baggage charges (d) detach applicable excess baggage coupons
2.2.5	Tag checked and/or cabin baggage for (a) initial flight
2.2.6	(a) Carry out the Carrier's seat allocation or selection system (b) issue boarding pass(es) Detach applicable flight coupons for (1) initial flight
2.2.7	Handle (a) Denied Boarding Process (b) Denied Boarding Compensation
2.2.8	Direct passengers through controls to departure gate
2.2.9	At the gate perform (a) check-in in accordance with item 2.2.2 (b) check baggage  (c) verification of travel documents (d) handling of standby list (e) verification of cabin baggage (f) manage the boarding process (g) reconciliation of passenger numbers with aircraft documents prior to departure
2.2.10	(a) collect (b) reconcile (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) updated from departing passengers
2.3	Arrival
Section 4	Load Control, Communications and Flight Operations

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<b>4.1</b>	<b>Load Control</b>
4.1.1	Convey and deliver flight documents between the aircraft and appropriate airport buildings
4.1.2	<p>(a) Prepare (b) sign (c) distribute (d) clear/process (e) file</p> <p>Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, Captains load information and manifests where:</p> <p>(2) Load control is performed by the Carrier until the Handling Company is able to.</p>
<b>4.2</b>	<b>Communications</b>
4.2.1	<p>(a) compile (b) receive, process and send</p> <p>All messages in connection with the services performed by the Handling Company using the Carriers originator code or double signature procedure</p> <p>(c) perform EDI (electronic data interchange) transactions (d) Inform the Carriers representative of the contents of such messages.</p>
4.2.2	<p>(a) provide (b) operate</p> <p>Means of communication between the ground station and the Carriers aircraft</p>
<b>4.3</b>	<b>Flight Operation-General</b>
4.3.1	Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B
4.3.2	After consideration of the Carriers instructions, suggest the appropriate action to pilot-in-command in case of personal operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
<b>5.3</b>	<b>Irregularities Handling</b>
5.3.1	Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
5.3.2	Report to the Carrier any irregularities discovered in cargo handling.
5.3.3	(a) notify the carrier of complaints and claims
<b>6.2</b>	<b>Automation/Computer Systems</b>
6.2.1	<p>(a) Arrange And Operate Equipment to enable access to</p> <p>(1) Carriers system (2) Handling Company's system (3) other systems</p> <p>Perform the following functions in</p> <p>(a) Carriers system (b) Handling Company's system (c) other systems for</p> <p>(2) passenger reservations and sales (3) passenger service (4) baggage service reconciliation (5) baggage tracing (11) other functions</p>
<b>6.6</b>	<b>Surface Transport</b>
	Make all necessary arrangements for special transport within the limit of local possibilities

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<b>7.1</b>	<b>Passengers and Baggage Screening and Reconciliation</b>
<b>7.1.1</b>	(a) provide and arrange (2) security questioning
<b>7.1.2</b>	(a) provide and arrange (1) identification of passengers prior to boarding (2) reconciliation of boarded passengers with their baggage (3) positive baggage identification by passengers (4) offloading of baggage for passengers who fail to board aircraft

**1.2** For the services set out above, the applicable rates shall be as follows:

<b>Ground Handling Management Fees</b>	
Services	Applicable Rate
Ground Handling - Turnaround Costs	35 448
Ground Handling Labour	70 500
Sub-total	105 948
Management Fee - 10%	10 595
<b>Total</b>	<b>116 543</b>

<b>Ground Handling Management Fees - Breakdown</b>				
Description of Service	Applicable Rate	No Turnarounds per	Total Annual	Total Monthly
Cost Per Turnaround - Aircraft	1 688	21	425 376	35 448
			<b>425 376</b>	<b>35 448</b>
Description of Service	Annual Salary	Number	Total Annual	Total Monthly
Customer Service Agents	171 000	3	513 000	42 750
General Workers	111 000	3	333 000	27 750
			<b>846 000</b>	<b>70 500</b>

- 1.3** Handling in the case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4** Handling in the case of return to ramp involving a physical change of load will be charged at 50% (fifty percent) of the above rates.



**ANNEXURE 2 OF ANNEX B****GROUND HANDLING SERVICE LEVEL AGREEMENT**

between

**KORENEKA TRADING AND PROJECTS**  
**T/A KORENEKA FACILITIES MANAGEMENT**  
Registration Number: 2007/051834/23  
(hereinafter referred to as "the Handling Company")

and

**SOUTH AFRICAN EXPRESS AIRWAYS (SOC) LTD**  
Registration Number: 1990/007412/30  
(hereinafter referred to as "the Carrier")

**1. PREAMBLE**

- 1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.
- 1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

**2. OPERATING FRAMEWORK**

- 2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

- 2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

  
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- 2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.
- 2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.
- 2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.
- 2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.
- 2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:
- 2.1.6.1 The Carrier
- 2.1.6.2 The Handling Company

### 3. SERVICE KEY PERFORMANCE INDICATORS

- 3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:
- 3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:
- A. the passengers from the relevant flight are deboarded and offloaded from the said flight;
- 3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.
- 3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. COMMUNICATION

4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.

4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. FLIGHTS ARRIVAL

5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. ASSISTANCE TO SPECIAL NEEDS PASSENGERS

6.1 The Handling Company shall provide courteous and professional assistance to the Carrier passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.

6.2 Passengers with special needs include but are not limited to:

- A. Wheelchair users; and
- B. Mothers travelling with Infants.

#### 7. IRREGULAR OPERATIONS

7.1 The Handling Company shall take full responsibility for handling the Carrier irregular operations, such as:

- 7.1.1 Flight diversions
- 7.1.2 Delays and calling of passengers
- 7.1.3 Denied boarding due to weight restriction
- 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
- 7.1.5 Issuance of Meal Vouchers;

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7.1.6 Hotel bookings;

7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

## 8. AUDIT ON TRAINING REQUIREMENTS

8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training (To be defined) that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

## 9. OBSERVATION OF SAFETY


9.1 At all times the service delivery standards shall not compromise established international safety procedures.

## 10. PERFORMANCE MEASUREMENT

10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	<ul style="list-style-type: none"> <li>- Adhoc Services for 3<sup>rd</sup> party (NWPG) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul> </li> </ul>	R	100%

\* S = Standard Service R = On Request

**PAID**

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## STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA)

Between

**SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED**

Registration Number: 1990/007412/30

(Hereinafter referred to as "the Carrier")

And

**KORENEKA EVENT MANAGERS**

**T/A KORENEKA TRADING AND PROJECTS**

Registration Number: 2007/051834/23

(Hereinafter referred to as "the Handling Company")

This Annex : B1.0  
for the location : North West Province Airport Operations – Pilanesburg and  
Mehikeng  
is valid from : 01 May 2015 until 30 April 2020  
and replaces : Nil

## 1 RECORDALS

- 1.1 **SOUTH AFRICAN EXPRESS AIRWAYS SOC LIMITED** is a state owned company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at 2nd Floor, E Block, Airways Park, Jones Road, Kempton Park, Republic of South Africa.
- 1.2 **[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]** is a private company duly incorporated in terms of the company laws of the Republic of South Africa, having its principal place of business situated at Peter Wagner Avenue, Mogwase, Sun City Road, North West Province, Republic of South Africa.

## 2 PREAMBLE

This Annex is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013, as published by IATA shall apply as if such terms were repeated here in full, unless amended by the provisions of this Annex, in which case the provisions of this Annex shall prevail. Both parties confirm they are familiar with the aforementioned Main Agreement and Annex A.

The parties hereby record their agreement that the Handling Company will provide Ground Handling services to the Carrier at the location set out in the relevant Appendices attached hereto.

## 3 GENERAL

- 3.1 The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same. Of particular concern are laws relating to anti-bribery, anti-trust and labour relations (including but not limited to the prohibition of child labour).
- 3.2 The Handling Company shall comply at all times with and shall ensure that its employees, subcontractors and agents comply with:
  - 3.2.1 All laws and regulations applicable in its country of establishment and all other countries in which services are provided under this Agreement;
  - 3.2.2 Applicable IATA and/or ICAO and/or other governing rules, regulation and procedures;
  - 3.2.3 All international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail.

*[Signature]*  
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3.3 The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this Agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transportation and air freight.

3.4 Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, are made aware of the essentials of rules and/or regulations governing competition, antitrust, bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extraterritorial applications.

#### 4 PROVISION OF SERVICES

4.1 The services will be made available within the limits of possibilities of the Handling Company and in accordance with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

4.2 It is not considered necessary or possible to specify every detail of the services to be rendered in terms of this Agreement it being generally understood what such services are and the standards to be attained in their performance.

#### 5. HANDLING COMPANY'S WARRANTIES

5.1. The Handling Company warrants the Carrier that:

5.1.1 it will discharge their obligations under this Agreement with all due skill, care and diligence;

5.1.2 for the duration of this Agreement, it shall maintain the B-BBEE status it had upon its appointment by the Carrier to provide the Services;

5.1.3 it will be solely responsible for the payment of remuneration of the Personnel and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

5.1.4 it understands and accepts that within the Carrier operational environment, strict safety operational controls, measures, policies, rules, laws, processes and procedures apply. The Handling Company will ensure full compliance at all times and it will ensure that maximum care and attention is exercised for the safety of all concerned.



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## 6 DOCUMENTS FOR GROUND HANDLING

Documents used for ground handling will be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

## 7 SCHEDULED FLIGHTS

7.1 The Handling Company agrees to provide, for the Carrier's Aircraft for flights operating on an agreed schedule at the agreed location.

7.2 The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft. Such notification must be in writing and provided to the Handling Company not less than seven (7) days in advance, unless the changes relate to irregular operations, wherein the Carrier shall inform the Handling Company as soon as it becomes aware of the situation.

## 8 EXTRA FLIGHTS

The Handling Company will also provide the services to the Carrier's aircraft for flights, in addition to the agreed schedule, at the same locations, provided that 48 (forty-eight) hours prior notice is given and the provision of such additional services will not prejudice commitments already undertaken by the Handling Company.

## 9 PRIORITY

9.1 In case of multiple handling of the Carrier's flights, the Carrier shall inform the Handling Company in writing, which flights to prioritise, between scheduled, non-scheduled and irregular operating flights and shall exempt the Handling Company from any impact on service level obligations that may result directly from the Carrier's election in this regard.

9.2 Flights that operate by more than one hour (1HR) from their scheduled departure or arrival time will be considered "out of schedule" and handled as such.

  
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## 10 EMERGENCY ASSISTANCE

10.1 It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in event of an emergency including but not limited to, forced landing, accidents or acts of violence. The Carrier will contact the Handling Company to establish the carrier's needs in an emergency and provide the Handling Company its current emergency procedures. In the absence of the Carrier's instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

10.2 In case of emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier. The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities. All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidentially by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities' regulations. The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

10.3 The Carrier shall reimburse the Handling Company at cost for any expenses incurred in rendering such assistance.

## 11 ADDITIONAL SERVICES

11.1 As far as reasonably possible, the Handling Company will, upon request, provide to the Carrier any additional services. Such services may be governed by special conditions and costs to be agreed between the Parties in writing, twenty four (24) hours before the event. Such services will consist of any request made by the Carrier not covered in the attached appendices.

## 12 PERSONNEL

12.1 The Handling Company shall recruit suitable personnel responsible for the provision of services, which shall consists of:

12.1.1 Three (3) Customer Service Agents (CSA); and

12.1.2 Three (3) General Workers.

12.2 The above mentioned personnel shall, with the assistance of the Carrier, receive ground handling training, to enable them to fully discharge their functions.

  
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12.3 The Carrier shall provide the personnel with uniform, which will be issued once a year, in accordance with the Carrier's Uniform Policy.

### 13 OTHER LOCATIONS

In case of occasional flights of the Carrier's Aircraft to locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every reasonable effort, subject to the means locally available, to furnish necessary services. The Handling Company shall charge the Carrier in accordance to the rates agreed to, in this Agreement.

### 14 FAIR PRACTICES

14.1 The Handling Company will take all practicable measures to ensure that sales information contained in the Carrier's flight documents is made available for the purposes of the Carrier only.

14.2 Neither Party to this Agreement shall disclose any information contained in this Agreement, and Annexure to third parties without the prior written consent of the other Party, unless such information is specifically required by law or by governmental or other applicable authorities' regulations, in which case the other Party will be notified accordingly.

### 15 SUB-CONTRACTING OF SERVICES

15.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors subject to the Carrier's consent, which consent shall not be unreasonably withheld. It is understood that, in this case, the Handling Company shall nevertheless be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself.

15.2 The Carrier shall not appoint any other company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, save where the Carrier has persistently complained about and documented in writing poor service delivery and such complaints were not heeded by the Handling Company within the required timeframes where such are detailed in the Service Level to be attached hereto.

15.3 The Handling Company shall under no circumstances charge the Carrier a mark-up fee for charges by the sub-contractor(s) to the Handling Company. The Carrier shall be liable only for the contracted costs with the Handling Company.

**16 CARRIER'S REPRESENTATION**

16.1 The Carrier reserves the right to assign a representative to oversee the provision of the services contemplated in this Agreement, at its own cost. Such representative(s) and representative(s) of the Carrier's head office may inspect the services furnished to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not unreasonably interfere with the furnishing of services by the Handling Company.

16.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as 'the Supervisor') to supervise the services of the Handling Company. Such notice shall contain a description of the services to be supervised. The Supervisor shall have the same authority as the Carrier's representative(s) defined above.

16.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

**17 STANDARD OF WORK**

17.1 The Handling Company shall carry out all services covered in this Agreement in accordance with the Carrier's written instructions and procedures, receipt of which must be confirmed in writing to the Carrier by the Handling Company.

17.2 In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

17.3 The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, passengers and load receive preferential treatment over any other Carriers which the Handling Company might provide services to at the same location.

17.4 The Handling Company agrees to ensure that authorisations of specialised personnel performing services for the Carrier are kept up-to-date. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

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- 17.5 The Handling Company shall ensure that the all technical equipment supplied for performing services for the Carrier is in good working condition at all times. Should the Handling Company be unable to provide the technical equipment as requested by the Carrier, the Handling Company shall inform the Carrier immediately.
- 17.6 The Handling Company agrees to ensure that personnel performing services for the Carrier are provided with the necessary safety equipment i.e. goggles, earplugs, safety shoes, suitable clothing, rags, buckets, mops, etc.
- 17.7 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.
- 17.8 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and load are avoided and the general public is given the best impression of air transport.
- 17.9 The Handling Company must report to the Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.
- 17.10 The Parties shall reach mutual agreement on the quality standards for any services, not excluding those covered by Sub-Article 15.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all reasonably possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.
- 17.11 The Carrier may at its own cost, by prior written notice, audit the designated services in the applicable Annexure. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 17.12 In provision of the Services, the Parties agree to comply with any applicable data protection laws.
- 17.13 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM610 and/or ICAO, local and international regulations, or other governing rules.
- 17.14 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

  
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**18. PERFORMANCE MEASUREMENT**

- 18.1 Performance shall be measured by way of specific measurements, Carrier feedback and random sampling.
- 18.2 The Parties shall conduct annual reviews, to assess the performance of the Service Provider and renewal of the Agreement shall be subject to the outcome of such performance review(s).

**19. PENALTIES**

In the event of the Carrier experiencing delays which are wholly and solely attributable to the Handling Company, the Carrier shall be entitled to compensation in the form penalties set out in Table 1 below on the following conditions:

- 19.1 Penalties shall not apply when the aircraft is operating 25 or more minutes off Schedule.
- 19.2 Penalties shall apply when the delay is wholly and solely attributable to the Handling Company.
- 19.3 The Carrier shall give written notice to the Handling Company of its intention to exercise its rights in terms of this clause 19 within 48 hours of the incident and shall indicate the applicable penalty. The Handling Company shall raise a credit note on receipt and agreement to the said notice.
- 19.4 The delay penalties shall be set off from the Handling Company's monthly payment.
- 19.5 Penalties (as per the table below) to be applied per incident.

Table 1

Delay (Minutes)	Applicable Penalties
11-20	20% of handling fee
21-30	30% of handling fee
31-40	40% of handling fee
41>	100% of handling fee

**20. REMUNERATION**

- 20.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the relevant Annex B hereto, including any additional expenditure incurred for providing the services referred to in this Agreement.

- 20.2 The charges set out in the Annex B hereto are not inclusive of any the following:



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- 20.2.1 any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights.

## 21 ACCOUNTING AND SETTLEMENT

- 21.1 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services listed in the relevant Annexure at the rates of charges set out therein or provided by the Handling Company to the Carrier in terms of this Agreement.
- 21.2 When invoicing the Carrier for services rendered in terms of this Agreement the Handling Company shall furnish the Carrier, where applicable, with supporting documentation duly signed by the Carrier's representative.
- 21.3 The Handling Company shall submit an invoice to the Carrier monthly and the Carrier shall make payment within thirty (30) days from date of receipt of invoice.
- 21.4 If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) and shall effect payment on the remainder of the invoice, pending resolution of the disputed item. The Carrier shall communicate to the Handling Company its reason for withholding payment on an invoice item(s). The deadline for payment for any disputed item(s) will be deemed extended until fifteen (15) days after the resolution of such dispute. Both parties shall use best endeavours and utmost good faith to resolve such within thirty (30) days from date of short payment falling which the Handling Company may invoke the settlement of disputes process (Article 32 hereof).

## 22 LIABILITY AND INDEMNITY

- 22.1 All references in this clause referring to:

- 22.1.1 "the Carrier" or "the Handling Company" shall include their directors, employees, servants, agents and subcontractors;
- 22.1.2 "ground support equipment" shall mean all equipment used in the performance of ground handling services included in the relevant Annex hereto, whether fixed or mobile, and
- 22.1.3 "act or omission" shall exclude gross negligence and/or willful misconduct.

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22.2 Save where provided otherwise, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.2.1 delay, injury or death of persons carried or to be carried by the Carrier;

22.2.2 injury or death of any employee of the Carrier;

22.2.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and

22.2.4 damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

➤ **PROVIDED THAT** all claims or suits arising hereunder shall be dealt with by the Carrier; and

➤ **PROVIDED ALSO THAT** the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

22.3 The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.4 Notwithstanding the provisions of sub-clause 22.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

22.5 In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

  
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22.6 The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

22.6.1 injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and

22.6.2 damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

22.7 Notwithstanding the provisions of clause 22.2.4 above, the Handling Company shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission:

➤ **PROVIDED ALWAYS THAT** the Handling Company's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000.

22.8 For the avoidance of doubt, save as expressly stated, sub-clause 22.7 does not affect or prejudice the generality of the provisions of Sub-Article 22.2 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage, save where same is a result of the Handling Company's gross negligence and/or wilful conduct.

22.9 Furthermore, notwithstanding sub-clause 22.2.3, the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of a claim in terms of sub-clause 22.9 shall not exceed USD 1,000,000.

22.10 Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

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**23 CHARGES**

- 23.1 The charges for the services shall be as set out in the Appendices and are based on the Carrier's existing schedule. Charges for other services not covered in the applicable Annexure will be agreed upon on an ad hoc basis.
- 23.2 All charges set out in this Agreement shall be adjusted annually based on the applicable South African Consumer Price Index (CPI) rate, as per [www.statssa.gov.za](http://www.statssa.gov.za), comprised of the average of the previous twelve (12) months CPI rate. The adjustment shall be effective on the annual anniversary date of this Agreement.

**24 DURATION**

- 24.1 Notwithstanding the date of signature, this Agreement shall commence on 1 May 2015 and shall remain in operation for five (5) years subject to the continued existence of the agreement between the Carrier and the North West Province, which if terminated, will result in the immediate termination of this agreement or unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with the law.

24.2 This Agreement may be extended by written agreement of both Parties.

**25 TERMINATION**

- 25.1 The Carrier may terminate the agreement should the Handling Company not perform services to the agreed standards specified in the Service Level Agreement. The Handling Company will be granted 30 (thirty) days from date of written notification of the service level deviation to rectify it. Should the service level not be adequately improved within this period the Carrier may terminate the Agreement by giving one (1) calendar month written notice to that effect.

- 25.2 Termination by the Handling Company of all or any part of the services to be furnished requires 60 (sixty) days prior notice to the Carrier. In the event of part termination of services, consideration shall be given to an adjustment of charges.

**26 APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

  
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**27 ENTIRE AGREEMENT**

This Agreement shall supersede any previous arrangements between the Parties governing the provision of services at locations referred in the relevant Appendices hereto. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

**28 NO REPRESENTATIONS**

Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

**29 VARIATION, CANCELLATION AND WAIVER**

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both parties.

**30 INDULGENCES**

30.1 If either party at any time breaches any of that party's obligations under this Agreement, the other party ("the aggrieved party") may at any time after that breach, exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right; and shall not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

30.2 If the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing.

**31 CESSION**

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

*[Handwritten signature]*  
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### 32 SETTLEMENT OF DISPUTES

32.1 It is recorded that a good relationship between the Parties is essential for the optimal achievement of the objectives of the Agreement and therefore the Parties agree and commit themselves to use best endeavours at all times to achieve speedy resolution of any matter or dispute arising in regard to implementation of this Agreement through engagement with each other.

32.2 Should any difference or dispute at any time arise between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

32.3 Should the dispute not be resolved at such meeting, or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965 as amended, such arbitration shall be held in Johannesburg.

32.3 The above provision shall however not preclude either Party approaching the High Court for urgent interim relief.

### 33 SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be unenforceable or invalid under the applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

### 34 CONFIDENTIALITY

Neither party shall under any circumstances divulge any information acquired as a result of this Agreement to a third party without the prior written consent of the other party to this Agreement. This provision will survive the expiry or early termination of this Agreement.

### 35 DOMICILIA CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

  
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**SOUTH AFRICAN EXPRESS AIRWAYS:**

Physical Address:  
2nd Floor, Block E Offices  
Airways Park, 1 Jones Road  
OR Tambo International Airport

Postal Address:  
P. O. Box 101  
O.R. Tambo International Airport  
1627

**[KORENEKA TRADING AND PROJECTS T/A KORENEKA FACILITIES MANAGEMENT]**

Physical Address:  
No: 22 NWDC Building  
1<sup>st</sup> Street Industrial Site  
MAFIKENG  
North West Province

Postal Address:  
P. O. Box 2752  
MAFIKENG  
2745

**36 FORCE MAJEURE**

36.1 Notwithstanding any contrary provisions of this Agreement, no failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim by the other of them or any other party, or be deemed to be a breach of this Agreement, if same is caused by or arises as a result of force majeure, act of God, vis major or any act or direction of or limitation imposed by any governmental or statutory body, or war, strikes, civil commotion, riots, labour unrest, consumer boycotts, or any cause reasonably beyond the control of the party thus prevented from performing its obligations, provided, however, such party:

- 36.1.1 engages all its reasonable efforts to the extent reasonably possible to avoid and/or remedy such situation;
- 36.1.2 gives the other of them written notice of such situation as soon as possible after it becomes aware of the fact that such situation may arise or has arisen.

*[Signature]*  
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36.2 In the event of any cause reasonably beyond the control of the Carrier or Handling Company arising and preventing them or any one of them from carrying out their obligations in terms of this Agreement, such performance of obligations shall be suspended during such period of inability by either of them to perform its obligations under this Agreement, provided, however, that nothing herein contained shall extinguish, delay, or suspend the obligations of such party to liquidate all its outstanding liabilities under this Agreement which accrued or became due before the period of suspension, or which it is not prevented from discharging by the circumstances giving rise to the suspension. For the avoidance of doubt, lack of funds shall not constitute force majeure.

36.3 During any suspension contemplated in 36.2, the party affected by such suspension shall be entitled to obtain the services and/or facilities of which it is deprived as a result of such suspension from any other person.

### 37 DEFAULT AND TERMINATION

37.1 An event of default shall occur if:

37.1.1 Any party fails to pay any undisputed amount that is due to another party in terms of this Agreement, and does not remedy such failure within 14 (fourteen) working days of receipt of written notice from such other party calling upon it to do so; or

37.1.2 Any party defaults in the performance of any other material provision of this Agreement, and such default continues for a period of 14 (fourteen) days (or such longer period as may reasonably be required to remedy such default) after receipt of notice from any other party calling upon it to remedy such default; or

37.1.3 Any party makes any general assignment for the benefit of its creditors or compromises with its creditors generally; or

37.1.4 Any party is placed under provisional or final liquidation or provisional or final judicial management; or

37.1.5 The license of either party to conduct its business is suspended or revoked.

37.2 Upon the happening of an event of default, the non-defaulting party may by written notice to the defaulting party either demand specific performance from the party in default, or cancel this Agreement, without prejudice to the non-defaulting party's right to claim damages from the party in default.

38 **LEGAL COSTS**

Each party shall bear that party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

SIGNED at **MAFIKENG** on this **15<sup>TH</sup>** day of **April 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS AUTHORITY TO SIGN)

For: **SOUTH AFRICAN EXPRESS**

**AIRWAYS SOC LIMITED**

Name: **Inati Ntshanga**

Designation: **Chief Executive Officer**

SIGNED at **MAFIKENG** on this **15th** day of **APRIL 2015** in the presence of the undersigned witness.

AS WITNESS:

WITNESS 1. \_\_\_\_\_

WITNESS 2. \_\_\_\_\_

(WARRANTING HIS/HER AUTHORITY TO SIGN)

For: **[KORENEKA TRADING AND**

**PROJECTS T/A KORENEKA**

**FACILITIES MANAGEMENT]**

Name: **Babadi Tlatsana**

Designation: **Director**

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## ANNEXURE 1 OF ANNEX B

**GROUND HANDLING SERVICES****1. HANDLING SERVICES AND CHARGES**

- 1.1** For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the services and charge the rates specified in this Annexure.

Item	Description
<b>Section 1</b>	<b>Representation, Administration and Supervision</b>
<b>1.1</b>	<b>General</b>
1.1.2	Liaise with Local Authorities.
1.1.3	Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.4	Inform all interested Parties concerning movements of the Carrier's aircraft.
<b>1.2</b>	<b>Administrative Functions</b>
1.2.1	Establish and maintain local procedures.
1.2.2	Take action on communications addressed to the Carrier
1.2.3	Prepare, forward, file and retain for a period specified in the Annex B, messages/report/statistics/documents and perform other administrative duties in the following areas: (a) station administration (b) passenger services (c) ramp services (d) load control (e) flight operations (f) cargo services (g) mail services (h) support services (i) security (j) aircraft maintenance (k) other, as specified in Annex B
1.2.4	Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
1.2.5	(a) Check (b) Sign (c) Forward on behalf of the Carrier items including, but not limited to invoices, supply orders, handling charge notes, work orders.
<b>1.3</b>	<b>Supervision and/or Co-Ordination</b>
1.3.1	(a) Supervise (b) Co-ordinate Services contracted by the Carrier with third party(ies)
1.3.2	Ensure that the third party (ies) is (are) informed about operational data and Carriers requirements in a timely manner.
1.3.3	Liaise with the Carriers designated representative
1.3.4	Verify availability and preparedness of staff, equipment, loads, documentation and services of the third party (ies) to perform the services.
1.3.5	Meet aircraft upon arrival and liaise with crew.
1.3.6	Decide on non - routine matters
1.3.7	Verify dispatch of operational messages.

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1.3.8	Note irregularities and inform the Carrier.
<b>1.4</b>	<b>Station Management</b>
1.4.1	Provide representative on behalf of the Carrier to act (b) non - exclusively
1.4.2	The Handling Company is authorized to represent Carriers interest with regard to resolving governmental and local authority matters
1.4.3	Attend local airport meetings on behalf of the Carrier (a) report to the Carrier results/contents of the meetings (b) act, vote and commit on behalf of the Carrier
1.4.4	The handling company will be authorized to (a) solicit (b) negotiate (c) commit services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B (1) Airport lounges (2) baggage delivery service (7) other
1.4.5	Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
1.4.6	Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
1.4.7	Perform and report (KPI - key performance indicators) quality/performance measurements.
1.4.8	Handle the contents of Carrier's company mail pouches.
<b>Section 2</b>	<b>Passenger Services</b>
<b>2.1</b>	<b>General</b>
2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2	Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
2.1.3	When requested by the Carrier (a) provide or (b) arrange for for special equipment, facilities and specially trained personnel, for assistance to (2) disabled passengers inside the terminal (3) VIP's
2.1.4	Assist passengers when flights are interrupted, delayed or cancelled.
2.1.5	Notify the Carrier of complaints and claims made by the Carrier's passengers
2.1.6	Report to Carrier any irregularities discovered in passenger and baggage handling
2.1.7	(b) Arrange for (1) check-in position(s) (2) service counter(s)/desks for other purposes.
2.1.8	Perform on behalf of the Carrier the following sales functions (a) reservations (b) issuance of transportation documents

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2.1.9	(c) e-ticketing As specified in Annex B
2.2	Departure
2.2.1	Perform pre-flight editing
2.2.2	Check and ensure (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
2.2.3	(a) Weigh and/or measure checked and/or cabin baggage, (b) record baggage figures For: (1) initial flight (2) subsequent flight(s)
2.2.4	Excess baggage (a) determine excess baggage (b) issue excess baggage ticket (c) collect excess baggage charges (d) detach applicable excess baggage coupons
2.2.5	Tag checked and/or cabin baggage for (a) initial flight
2.2.6	(a) Carry out the Carrier's seat allocation or selection system (b) issue boarding pass(es) Detach applicable flight coupons For: (1) initial flight
2.2.7	Handle (a) Denied Boarding Process (b) Denied Boarding compensation
2.2.8	Direct passengers through controls to departure gate
2.2.9	At the gate perform (a) check-in in accordance with item 2.2.2 (b) check baggage  (c) verification of travel documents (e) handling of standby list (f) verification of cabin baggage (g) manage the boarding process (h) reconciliation of passenger numbers with aircraft documents prior to departure
2.2.10	(a) collect (b) reconcile (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers
2.3	Arrival
Section 4	Load Control, Communications and Flight Operations

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4.1	<b>Load Control</b>
4.1.1	Convey and deliver flight documents between the aircraft and appropriate airport buildings
4.1.2	<p>(a) Prepare (b) Issue (c) distribute (d) clear/process (e) file</p> <p>Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, Carriers load information and manifests where:</p> <p>(2) Load control is performed by the Carrier until the Handling Company is able to.</p>
4.2	<b>Communications</b>
4.2.1	<p>(a) compile (b) receive, process and send</p> <p>All messages in connection with the services performed by the Handling Company using the Carriers original code or double signature procedure.</p> <p>(c) perform all (electronic and telegraphic) transactions (d) Inform the Carriers representative of the contents of such messages.</p>
4.2.2	<p>(a) provide (b) operate</p> <p>Means of communication between the ground station and the Carriers aircraft</p>
4.3	<b>Flight Operation-General</b>
4.3.1	Inform the Carrier of any known defect affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B
4.3.2	After consideration of the Carriers instructions, suggest the appropriate action to pilot-in-command in case of potential operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
5.3	<b>Irregularities Handling</b>
5.3.1	Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
5.3.2	Report to the Carrier any irregularities discovered in cargo handling.
5.3.3	(a) notify the carrier of complaints and claims.
6.2	<b>Automation/Computer Systems</b>
6.2.1	<p>(a) Arrange and Operate Equipment to enable access to</p> <p>(1) Carriers system (2) Handling Company's system (3) other systems</p>
6.2.2	<p>Perform the following functions in</p> <p>(a) Carriers system (b) Handling Company's system (c) other systems for</p> <p>(1) Passenger reservations and sales (2) Passenger service (3) baggage service reconciliation (4) baggage tracking (5) other functions</p>
6.6	<b>Surface Transport</b>
	Make all necessary arrangements for special transport within the limit of local possibilities

  
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<b>7.1</b>	<b>Passengers and Baggage Screening and Reconciliation</b>
<b>7.1.1</b>	(a) provide and arrange (2) security questioning
<b>7.1.2</b>	(a) provide and arrange (1) identification of passengers prior to boarding (2) reconciliation of boarded passengers with their baggage (3) positive baggage identification by passengers (4) offloading of baggage for passengers who fail to board aircraft

**1.2** For the services set out above, the applicable rates shall be as follows:

<b>Ground Handling Management Fees</b>	
<b>Services</b>	<b>Applicable Rate</b>
Ground Handling - Turnaround Costs	35 448
Ground Handling Labour	70 500
Sub total	105 948
Management Fee - 10%	10 595
<b>Total</b>	<b>116 543</b>

<b>Ground Handling Management Fees - Breakdown</b>				
<b>Description of Service</b>	<b>Applicable Rate</b>	<b>No Turnarounds pm</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Cost Per Turnaround - Aircraft	1 688	21	425 376	35 448
			<b>425 376</b>	<b>35 448</b>
<b>Description of Service</b>	<b>Annual Salary</b>	<b>Number</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Customer Service Agents	171 000	3	513 000	42 750
General Workers	111 000	3	333 000	27 750
			<b>846 000</b>	<b>70 500</b>

**1.3** Handling in the case of return to ramp will not be charged extra, provided that a physical change of load is not involved.

**1.4** Handling in the case of return to ramp involving a physical change of load will be charged at 50% (fifty percent) of the above rates.

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## ANNEXURE 2 OF ANNEX B

## GROUND HANDLING SERVICE LEVEL AGREEMENT

between

**KORENKA TRADING AND PROJECTS  
T/A KORENKA FACILITIES MANAGEMENT**  
Registration Number: 2007/051834/23  
(hereinafter referred to as "the Handling Company")

and

**SOUTH AFRICAN EXPRESS AIRWAYS (SAC) LTD**  
Registration Number: 1990/007412/30  
(hereinafter referred to as "the Carrier")

1. **PREAMBLE**

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. **OPERATING FRAMEWORK**

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

  
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2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.

2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.

2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.

2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:

2.1.6.1 The Carrier

2.1.6.2 The Handling Company

### 3. SERVICE KEY PERFORMANCE INDICATORS

3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:

3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:  
A. the passengers from the relevant flight are deboarded and offloaded from the said flight;

3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.

3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-in Counter or at Boarding Counters.

3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. **COMMUNICATION**

4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.

4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. **FLIGHTS ARRIVAL**

5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

6.1 The Handling Company shall provide courteous and professional assistance to the Carrier passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.

6.2 Passengers with special needs include but are not limited to:  
A. Wheelchair users; and  
B. Mothers travelling with Infants.

#### 7. **IRREGULAR OPERATIONS**

7.1 The Handling Company shall take full responsibility for handling the Carrier irregular operations, such as:

7.1.1 Flight diversions

7.1.2 Delays and calling of passengers

7.1.3 Denied boarding due to weight restriction

7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;

7.1.5 Issuance of Meal Vouchers;

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- 7.1.6 Hotel bookings;  
 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

## 8. AUDIT ON TRAINING REQUIREMENTS

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

## 9. OBSERVATION OF SAFETY

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

## 10. PERFORMANCE MEASUREMENT

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage Irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	- Adhoc Services for 3 <sup>rd</sup> party (NWPG) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul>	R	100%

\* S = Standard Service R= On Request

bst

" B 3.1 "

BBSTs 318138  
 \*KORENEKA TRADING AND PROJECTS CC  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

**FNB**  
**MAFIKENG**

24 JUN 2016  
 RECEIVED / ANSWERED  
 240 - 340

☑ Bathopole  
 P O Box 109  
 Mafikeng 2745  
 Street Address: Shop 47, Mafikeng Mall  
 Branch Code: 260849  
 ☎ (018) 397-2900  
 ☎ (018) 381-8020

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 6

Total VAT Charged : R 29.82 Dr

Statement Period : 30 April 2015 to 30 May 2015  
 Statement Date : 30 May 2015

Business Account 62517944296

### Summary in Rand

ZAR

Opening Balance		205.45 Cr
Funds Received (Credits)	1	8,500,000.00 Cr
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	1	8,500,000.00 Cr
Funds Used (Debits)	13	7,668,400.00 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	13	7,668,400.00 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	4	242.00 Dr
Service Fees	2	186.30 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	56.50 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		831,562.65 Cr
Overdraft Limit		0.00

### Contact us

✉ e-Mail  
 🌐 Web  
 📠 Lost Cards  
 📞 Account Enquiries  
 📞 Fraud

info@fnb.co.za  
 www.fnb.co.za  
 -987-575-9406  
 087-575-9479  
 087-311-8807

FNB rewards you for your relationship with us  
 For more information about the Rewards and Benefits that you can enjoy,  
 please visit [www.fnb.co.za](http://www.fnb.co.za) or login to your Online Banking profile from the 8th  
 of each month to view updated information about your Rewards. Rewards are  
 allocated by the 8th of each month, based on your banking behaviour in the  
 previous calendar month.

Debit Interest Rates (Usury)  
 15.00%

Interest Earned on Credit Balance  
 R1-R4999 0.00%  
 R5000+ 0.00%

Pay As You Use Pricing Option (Refer to Commercial Pricing Guide on [www.fnb.co.za](http://www.fnb.co.za) for more)

Cash Deposits	(per R100 opt)	<R5000	<R10000	<R15000	<R50000	<R150000	>=R150000
Branch/FNB ATM	R8.40 plus	R2.42	R1.42	R1.42	R1.33	R1.12	R1.12
Bulk	R5.00 plus	R2.23	R1.59	R1.59	R1.32	R0.99	R0.99
ATM Advance R8.40 plus R2.42 per R100 or part thereof							
Cash Withdrawals	(per R100 opt)	<R5000	<R10000	<R15000	<R50000	<R150000	>=R150000
Branch: CSF	(Min R35) plus	R2.42	R1.86	R1.86	R1.54	R1.43	R1.43
Bulk: CSF	(Min R35) plus	R2.23	R1.78	R1.78	R1.47	R1.37	R1.37

Monthly Account Fee - R61.00  
 Cheque Deposit Fee - R0.00 per  
 cheque deposit  
 Cheque Service Fee (CSF) -  
 R75.00

bse

BUSINESS ACCOUNT: 62517944296

FNB  
MAFIKENG

24 JUN 2016

Tax Invoice/Statement Number : 6

Date	Description	Amount	Balance	Accrued Bank Charges
<b>Opening Balance</b>				
06 May	FNB OB Pmt		205.45 Cr	
07 May	Internet Pmt To			
07 May	Internet Pmt To			
07 May	Internet Pmt To			
07 May	Internet Pmt To			
07 May	Internet Pmt To			
11 May	Express Pmt Pending			
11 May	Internet Pmt To			
11 May	Internet Pmt To			
11 May	Express Pmt Pending			
11 May	Ric Express Pmt To			
11 May	Internet Pmt To			
11 May	Internet Pmt To			
12 May	Notification - Email			
12 May	Notification - Email			
12 May	Notification - Email			
12 May	Notification - Email			
13 May	Internet Pmt To			
14 May	Internet Pmt To			
20 May	#Statement/Balance Enquiry Chg			
28 May	Internet Pmt To			
29 May	Notification - Email			
30 May	Electronic Payments			
30 May	#Monthly Account Fee			
30 May	#Value Added Serv Fees			
30 May	#Service Fees			
<b>Closing Balance</b>				
			831,562.65 Cr	

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

bst

" 8 3.2 "

88579 016654  
 \*KORENEKA TRADING AND PROJECTS CC  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

✉ Bathopale  
 P O Box 109  
 Mafikeng 2745  
 Street Address Shop 47, Mafikeng Mall  
 Branch Code 260849  
 ☎ (018) 387-2900  
 📠 (018) 381-8020

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 9

Total VAT Charged : R 39.77 Dr

Statement Period : 30 July 2015 to 29 August 2015  
 Statement Date : 29 August 2015

Business Account 62517944296

### Summary in Rand

ZAR

Opening Balance		375,976.43 Cr
Funds Received (Credits)	3	8,500,015.10 Cr
Cash Deposits	2	15.10 Cr
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	1	8,500,000.00 Cr
Funds Used (Debits)	16	1,190,234.50 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	16	1,190,234.50 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	5	323.79 Dr
Service Fees	2	190.30 Dr
Cash Deposit Fees	1	34.51 Dr
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	98.98 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		7,685,433.24 Cr
Overdraft Limit		0.00

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
Lost Cards	087-575-9406
Account Enquiries	087-575-9479
Fraud	087-311-8607

Updated Terms and Conditions  
 Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on [www.fnb.co.za](http://www.fnb.co.za)

#### Debit Interest Rates (Usury)

15.00%  
 Interest Earned on Credit Balance  
 R1-R4999 0.00%  
 R5000+ 0.00%

**FNB**  
**MAFIKENG**

24 JUN 2016  
 RECEIVED / ANSWERED  
 240 - 340

b5t



**BUSINESS ACCOUNT: 62517944295**

[illegible]

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited, Registration Number 1929/001225/08.  
An Authorised Financial Services and Credit Provider (NCRCP20).

**FNB**  
**MAFIKENG**  
24 JUN 2016  
RECEIVED / ANSWERED  
240 - 340

bst

" B 3.3 "

Bathopéle  
P O Box 100  
Mafikeng 2745  
Street Address Shop 47, Mafikeng Mall  
Branch Code 280849  
☎ (018) 387-2900  
☎ (018) 387-6020

BRST 10 1289 10  
"KORENEKA TRADING AND PROJECTS CC  
20 NWDC BUILDING FIRST ST  
MAHIKENG  
2745



Customer VAT Registration Number : Not Provided  
Bank's VAT Registration Number : 4210102051  
Copy Tax Invoice/Statement Number : 10

Total VAT Charged : R 47.85 Dr

Statement Period : 29 August 2015 to 30 September 2015  
Statement Date : 30 September 2015

# Business Account 62517944296

## Summary in Rand

		ZAR
Opening Balance		7,685,433.24 Cr
Funds Received (Credits)	1	14,000,000.00 Cr
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	1	14,000,000.00 Cr
Funds Used (Debits)	24	5,755,150.60 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	24	5,755,150.60 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	7	389.54 Dr
Service Fees	2	270.85 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	5	118.69 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		15,929,893.10 Cr
Overdraft Limit		0.00

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
Lost Cards	087-575-9406
Account Enquiries	087-575-9479
Fraud	087-311-8607

Updated Terms and Conditions  
Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on [www.fnb.co.za](http://www.fnb.co.za)

Debit Interest Rates (Usury)  
15.00%

Interest Earned on Credit Balance  
R1-R4999 0.00%  
R5000+ 0.00%

Branch Number	Account Number	Date	DDA AA/BV/AB/RY/XX/BF/BS/C/TTN	FNBUS
974	62517944296	15/09/20	Business Account	

bst





BUSINESS ACCOUNT: 62517944296

			Tax Invoice/Statement Number : 10		
Date	Description	Amount	Balance	Accrued Bank Charges	
29 Sep	Notification - Email				
30 Sep	Electronic Payments				
30 Sep	#Monthly Account Fee	0.00	15,930,225.64 Cr	0.74	
30 Sep	#Value Added Serv Fees	0.00	15,930,225.64 Cr	205.85	
30 Sep	#Service Fees	65.00	15,930,160.64 Cr		
		61.89	15,930,098.95 Cr		(61.89)
		205.85	15,929,893.10 Cr		(205.85)
Closing Balance			15,929,893.10 Cr		

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# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

Branch Number	Account Number	Date	ODA AA/8V/48K/00/BF/89/C/TTN	FNBUS
974	62517944296	15/08/30	Business Account	

bst



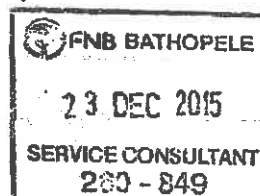
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FNB BUSINESS CHEQUE ACC

INTERIM STATEMENT

KORENEKA TRADING AND PROJECTS CC

NWDC BUILDING FIRST ST

MAHIKENG  
2745

ACCOUNT NUMBER : 62517944296  
 PAGE NUMBER : 5 OF 7

DESCRIPTION	TRANSACTION AMOUNT	SERVICE FEE	DATE	ACCOUNT BALANCE
LEANERS MOGTHETI	2,475.00-		11/24	5,250,156.53
LEANERS - NOV	2,475.00-		11/24	5,252,631.53
LEANERS - MOKOENA	2,475.00-		11/24	5,255,106.53
LEANERS - NOV MOKGO	2,475.00-		11/24	5,257,581.53
MONTHLY ACCOUNTS	68,400.00-		11/24	5,260,056.53
COMPUTER REPAIRS - T	2,199.99-		11/24	5,328,456.53
KORENEKA REINBURSE	319.00-		11/24	5,330,656.52
KORENEKA STATIONARY	5,470.00-		11/24	5,330,975.52
KORENEKA CELL PHONE	500.00-		11/24	5,336,445.52
SALARIES NOV T KGOSI	4,455.00-		11/24	5,336,945.52
ETLHAKA NOV LARY	9,069.75-		11/24	5,341,400.52
MELAKETSO NOV SALAR	4,455.00-		11/24	5,350,470.27
BAKENG TSHILWANE JU	4,455.00-		11/24	5,354,925.27
SALARY NOV- O. NCHU	9,069.75-		11/24	5,359,380.27
KORENEKA NOV	13,368.75-		11/24	5,368,450.02
SALARY - NOV M. MONT	4,455.00-		11/24	5,381,818.77
ONTSHIWA NOV SALAR	4,455.00-		11/24	5,386,273.77
SALARIES NOV -	9,069.75-		11/24	5,390,728.77
SALARIES - NOV	4,455.00-		11/24	5,399,798.52
MOABI NOV SALARY	9,069.75-		11/24	5,404,253.52
EFANYETSO NOV SALA	12,647.25-		11/24	5,413,323.27
CONSUMABLES - REIMB	240.00-		11/24	5,425,970.52
MAIL SENDING FEE	.00	40.00	11/24	5,425,970.52
MAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/12	5,425,970.52
NEO SOLUTIONS	4,900,000.00-		11/12	5,426,210.52
TAX AND MANAGEMENT C	75,000.00-		11/12	10,326,210.52
VAT & PAYE REGISTRAT	25,000.00-		11/12	10,401,210.52
NEO SOLUTIONS	5,000,000.00-		11/11	10,426,210.52
NEO SOLUTIONS	5,000,000.00-		11/10	15,426,210.52
NEO SOLUTIONS	5,000,000.00-		11/10	10,426,210.52
MAIL SENDING FEE	.00	0.74	10/31	10,426,210.52
SERVICE FEES	214.40-		10/30	15,426,210.52
VALUE ADDED SERV FEES	67.28-		10/30	15,426,424.92
MONTHLY ACCOUNT FEE	65.00-		10/30	15,426,492.20
IS/INT 22 ON TRUE TIER	.00	196.90	10/30	15,426,492.20
ELKOM SA 6199019630575	1,652.60-	17.50	10/30	15,426,557.20
AIRTICKET - REINB	900.00-		10/30	15,428,209.80

bst

"B 3.5"

885712 131922  
 "KORENEKA TRADING AND PROJECTS CC  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

✉ Bathopole  
 P O Box 109  
 Mafikeng 2745  
 Street Address Shop 47, Mafikeng Mall  
 Branch Code 280849  
 (018) 397-2900  
 (018) 381-8020

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 12

Total VAT Charged : R 105.69 Dr

Statement Period : 30 October 2015 to 30 November 2015  
 Statement Date : 30 November 2015

FNB Business Cheque Acc 62517944296

**Summary in Rand**

**ZAR**

Opening Balance 15,428,210.52 Cr

**Funds Received (Credits)**

	0	0.00
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	0	0.00

**Funds Used (Debits)**

	56	10,344,757.23 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	56	10,344,757.23 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00

**Bank Charges**

	3	860.60 Dr
Service Fees	2	521.45 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	1	339.15 Dr

**Other Entries**

	0	0.00
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00

**Closing Balance**

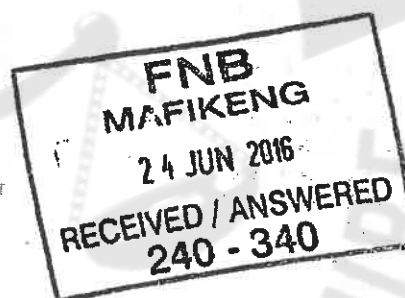
Overdraft Limit 5,080,592.69 Cr  
 0.00

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
Test Cards	087-575-9408
Account Enquiries	087-575-9479
Fraud	087-311-8607

Ensure that your business is tax compliant.  
 Update your VAT details easily on [www.fnb.co.za](http://www.fnb.co.za)

**Debit Interest Rates (Usury)**

16.00%	
Interest Earned on Credit Balance	
R1-R4999	0.00%
R5000+	0.00%



**FNB**  
**MAFIKENG**  
24 JUN 2016  
RECEIVED / ANSWERED  
240 - 340



FNB BUSINESS CHEQUE ACC: 62517944296

Tax Invoice/Statement Number : 12

Date	Description	Amount	Balance	Accrued Bank Charges
25 Nov	Notification - Sms			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
27 Nov	Ric Express Pmt To			
27 Nov	Internet Pmt To			
28 Nov	Notification - Sms			
28 Nov	Notification - Email			
30 Nov	Internet Pmt To			
30 Nov	Electronic Payments			
30 Nov	Monthly Account Fee			
30 Nov	Value-Added Serv Fees			
30 Nov	Service Fees			
	<b>Closing Balance</b>			

5,080,592.69 Cr

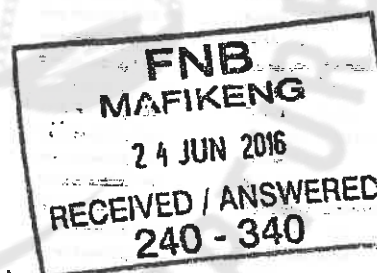
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

Pay as You use Pricing Option (Refer to Business Pricing Guide on [www.fnb.co.za](http://www.fnb.co.za) for more)

Monthly Account Fee	R65.00	Cheque Service Fee	R85.00	Credit Interest Rate	0.00%
Cheque Deposit Fee	R30.00	Inward Unpaid Fee	R105.00	Debit Interest Rate	16.00%
<b>Cash Deposits (Fees are quoted per R100 or part thereof)</b>					
Branch:	(Min fee per deposit R30.00) R6.40 plus	<R5000	<R10000	<R15000	<R50000
Bulk:	(Min fee per deposit R30.00) R5.00 plus	R2.550	R1.490	R1.490	R1.180
FNB ATM Advance:	R2.75 + R0.76 per R100 or part thereof	R2.350	R1.670	R1.670	R1.380
<b>Cash Withdrawals (Fees are quoted per R100 or part thereof)</b>					
Branch:	Cheque Service Fee (min R40.00) plus	<R5000	<R10000	<R15000	<R50000
Bulk:	Cheque Service Fee (min R40.00) plus	R2.680	R1.980	R1.980	R1.620
FNB ATM:	R3.95 + R1.45 per R100 or part thereof	R2.450	R1.870	R1.870	R1.550



bst



"B 4"

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OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

June 2016

Head of Department  
Dept Community Safety and Transport Management  
North West Provincial Government  
Mahikeng

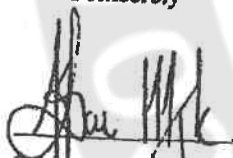
Dear Mr Mosiane

**Mahikeng International Airport**

SA Express Airways would like to notify the Department Community Safety and Transport Management of the appointment of Valotech Facilities Management (Registration 2011/095681/23) as the Handling Company for Mahikeng International Airport.

SA Express has sent through the signed contract to the department.

Yours sincerely



Brian Tebogó Van Wyk  
General Manager: Commercial

**PAID**



Board of Directors: G N Mofane (Chairperson), I Ntshanga\* (Chief Executive Officer), M R Shole\* (Chief Financial Officer),  
T Abraham, B P S Dibete, R Ntsheni (India), J N Nkabinde, P Ramosechual, G R Sibiye

Company Secretary: M Gie  
\*Executive Director

South African Express Airways SOC Ltd

*bst*

B 5

Companies and Intellectual Property Commission (CIPC): eServices

[https://eservices.cipc.co.za/Dislosures\\_person.aspx](https://eservices.cipc.co.za/Dislosures_person.aspx)

## Companies and Intellectual Property Commission - eServices



Welcome MACROC

MUTSHILO LIKAS  
MUKWENA

You are here: CIPC eServices &gt; Enterprise Disclosures &gt; Person Disclosure

## Director Details

EDIT CUSTOMER DETAILS

ID / Passport Number 8208315310082

LOGOUT

Surname van wyk

BALANCE: R 2798.00

Surname not required for passport numbers; leave the surname field blank.

ENTERPRISE NAME SEARCH

SEARCH

ENTERPRISE NUMBER ENQUIRY

SUPPORTED BROWSERS



Enterprise Number	Enterprise Name	Registration Date	Enterprise Status	Enterprise Type	Director Status
B2003016228	OLEE EXPLORATION AND DISTRIBUTION	2003/02/28	AR Final deregistration	Close Corporation	ACTIVE
B2008079007	HOLISANI TRADING	2008/09/22	AR Final deregistration	Close Corporation	ACTIVE
B2007103350	NKANYEZI YETHU INVESTMENTS	2007/05/22	AR Final deregistration	Close Corporation	ACTIVE
B2009057237	HUNDREDONE INVESTMENTS	2009/03/20	AR Final deregistration	Close Corporation	ACTIVE
B2009068826	LATINAS FOOD SA IMPORT AND EXPORT	2009/04/01	In Business	Close Corporation	ACTIVE
B2010070735	SYENZA MANJE TRADING	2010/05/19	AR Final deregistration	Close Corporation	ACTIVE
B2011095755	URIZIMA INVESTMENTS	2011/08/29	In Business	Close Corporation	ACTIVE
K2012007345	TECURITE	2012/01/17	In Business	Private Company	ACTIVE
K2013149778	LAWAO ESTIMAO	2013/08/23	In Business	Private Company	RESIGNED
K2016418128	REVERE GROUP	2016/09/27	In Business	Private Company	ACTIVE
K2016434514	REVERE ADVISORY SERVICES	2016/10/12	In Business	Private Company	ACTIVE
K2016434588	REVERE FUND MANAGEMENT	2016/10/12	In Business	Private Company	ACTIVE
M2005027912	THAGOHU TRADING	2005/08/10	AR Final deregistration	Private Company	ACTIVE
M2008017528	BLACK WEALTH CORPORATION	2008/08/08	AR Final deregistration	Private Company	ACTIVE
M2007006704	BYMM HOLDINGS	2007/03/01	AR Final deregistration	Private Company	ACTIVE
M2008003997	NAREVEST	2008/02/15	In Business	Private Company	ACTIVE
M2008017860	BLACK WEALTH HOLDING	2008/07/25	AR Final deregistration	Private Company	ACTIVE

2017/01/30 10:11 AM

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" 86 "

**Certificate Issued by the Commissioner of Companies & Intellectual Property Commission on Monday, April 24, 2017 at 8:50**

**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2011 / 095681 / 23

Enterprise Name: VALOTECH FACILITIES MANAGEMENT



**Companies and Intellectual Property Commission**

a member of the dti group

**ENTERPRISE INFORMATION**

Registration Number: 2011 / 095681 / 23  
 Enterprise Name: VALOTECH FACILITIES MANAGEMENT  
 Registration Date: 29/06/2011  
 Business Start Date: 29/06/2011  
 Enterprise Type: Close Corporation  
 Enterprise Status: In Business  
 Compliance Status: Compliant  
 Financial Year End: February  
 TAX Number: 9016407225  
 Addresses:

**POSTAL ADDRESS**

P O BOX 4587  
 MMABATHO  
 MMABATHO  
 NORTH WEST  
 2735

**ADDRESS OF REGISTERED OFFICE**

34 IMPALA STREET  
 GOLF VIEW  
 MAFIKENG  
 NORTH WEST  
 2748

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names

DUBE, NOTHANDO

ID Number /  
Date of Birth

1989/01/01

Contrib.  
(R)

Interest  
(%)

Point  
Date

Address

Postal: PO BOX 4587, MMABATHO,  
MMABATHO, NORTH WEST, 2735

Residential: 34 IMPALA STREET,  
GOLF VIEW, MAFIKENG, NORTH  
WEST, 2748

**AUDITOR DETAILS**

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
LSG INTEGRATED	ACC	Current		ACTIVE	

Profession Number: 955381

**CHANGE SUMMARY**

2011-06-29 Registration of CC/CO on 29/06/2011.  
 2014-02-06 Status changed to Unknown.  
 Annual Return Non Compliance - In Process of Deregistration No Payment have been made.  
 2015-05-06 Status changed to Unknown.  
 Company / Close Corporation AR Filing - Web Services : Ref No. : 528167752

Page 1 of 2

Physical Address  
the dti Campus - Block F

Postal Address: Companies  
P O Box 429

Docex: 256  
Web: www.cipc.co.za



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Certificate Issued by the Commissioner of Companies & Intellectual  
Property Commission on Monday, April 24, 2017 at 8:50



Companies and Intellectual  
Property Commission

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### Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011/095581/23

Enterprise Name: VALOTECH FACILITIES MANAGEMENT

- 2015-06-10 • Status changed to Unknown.  
No Valid SMS or Email Address for enterprise 5201 1095581
- 2015-07-29 • Annual Return completed on 29/07/2015.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 525258147...
- 2015-01-25 • Registered Address Change on 25/01/2015.  
34 IMPALA STREET GOLF VIEW MAFIKENG NORTH WEST 2745
- 2015-01-26 • Principle Business Change on 26/01/2015.  
62
- 2015-01-26 • Name Change on 26/01/2015.  
VALOTECH 305
- 2015-01-26 • Member Change on 26/01/2015.  
Change Record  
Surname/Inst : = GOUVIS  
First Names : = CHRISTIAN  
Status : = Resigned
- 2015-01-26 • Member Change on 26/01/2015.  
Add Record  
Surname/Inst : = MOGODIRO  
First Names : = KEFILWE PRECIOUS  
Status : = Active
- 2015-01-26 • Member Change on 26/01/2015.  
Add Record  
Surname/Inst : = DUBE  
First Names : = NOTHANDO  
Status : = Active
- 2015-06-04 • Status changed to Unknown.  
No Valid SMS or Email Address for enterprise 5201 1095581
- 2015-07-18 • Annual Return completed on 18/07/2015.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 50597080
- 2015-08-10 • Member Change on 10/08/2015.  
Member KEFILWE PRECIOUS MUGA and status was changed
- 2015-08-10 • Member Change on 10/08/2015.  
Member NOTHANDO DUBE and status was changed

8401280574080

760311095581

Page 2 of 2

Physical Address  
the dfl Campus - Block F

Postal Address: Companies  
P O Box 429

Docex: 256  
Web: www.cipc.co.za



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## Invoice



34 Impala Street  
Golf View  
Mahikeng  
North West 2745

PO Box 4587  
Mmabatho  
North West 2735

Tel: +27 11 042 8945  
Cell: +27 83 411 7881  
Fax: +27 86 814 0426

Email: info@valotech.co.za  
Web: www.valotech.co.za

## Client Details

Client Name	Northwest Department of Community Safety & Transport	Start Date	13-06-2016	Invoice No.	1
Client Phone	0183815113	End Date	13-06-2016	Account No.	NWCSTD1
Client Address	Safety House 31324 Molopoe road, Mahikeng, 2735	Cust VAT Reg.		Invoice Date	13-06-2016

Qty/Hrs	Item	Description	Rate	Total
1	Service	Route Marketing Subsidy	4 850 000.00	4 850 000.00
1	Service	Airport Operations Costs	11 000 000.00	11 000 000.00

## Banking Details

Bank Name: Nedbank  
Branch: Mahikeng  
Account Type: Current  
Account No: 112 382 9373  
Account Name: Valotech Facilities Management  
Ref: Client Invoice Number

Subtotal	R15 850 000.00
VAT	R0.00
Total	R15 850 000.00
Deposits	R0.00
Balance Due	R15 850 000.00



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we fly for you

2<sup>nd</sup> Floor  
E Block Offices  
Always Park  
1 James Road  
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F: +27 (0)11 978 9578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flyexpress.aero

June 2016

Head of Department  
Dept Community Safety and Transport Management  
North West Provincial Government  
Mahikeng

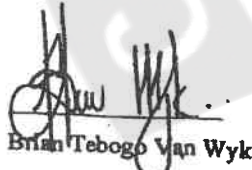
Dear Mr Mosiane

**Mahikeng International Airport and Pilanesburg International Airport**

SA Express Airways would like to confirm to the Department Community Safety and Transport Management that Valotech Facilities Management (Registration 2011/095681/23) is the appointed Handling Company for Mahikeng International Airport and Koreneka Event Managers T/A Koreneka Trading and Projects (Registration 2007/051834/23) is the appointed Handling Company for Pilanesburg International Airport. Should there be any further changes the department will be duly advised.

SA Express has sent through the signed contract to the department.

Yours sincerely

  
Brian Tebogo Van Wyk

General Manager: Commercial

Board of Directors: G N Mthembu (Chairperson), I Mthembu\* (Chief Executive Officer), M R Shetty\* (Chief Financial Officer),  
T Abrahams, B P D Diba, R Nkomo (vols), J N Nkomo, P Ramosebudi, G N Shetty

Company Secretary: M Ole  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1992/007413201

  
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**20<sup>+</sup>**  
**YEARS**  
in Aviation

2<sup>nd</sup> Floor  
B Block Offices  
Airways Park  
1 Jonas Road  
T: +27 (0)11 876 8800  
F: +27 (0)11 876 5578

P O Box 101  
OR Tambo International Airport  
1627  
South Africa  
www.flysaexpress.com

Koreneka Trading and Projects  
22 NWDC Building,  
1<sup>st</sup> Street Industrial Site  
Mafikeng  
2745

01 May 2015

Dear Sirs/Madam

**Letter of Appointment; Service Provider for SA Express North West Operations Airport Management**

Thank you for participating in the aforementioned supplier development bidding process

This letter serves to confirm that your company Koreneka Event Managers (T/A Koreneka Trading and Projects) Registration Number: 2007/051834/23 has been appointed as the preferred bidder, following the SA Express supplier development bid evaluation process for the management of airport operations with SA Express in the North West Province.

The appointment is subject to the successful conclusion of a supplier development contract and service level agreement. SA Express would like to therefore invite your team for finalization of contractual negotiations.

We trust you will find the above in order and look forward to a working together.

Yours Sincerely

  
Mr Tinyiko Maswanganyi  
DM Procurement

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1.3.8	Note irregularities and inform the Carrier.
<b>1.4</b>	<b>Station Management</b>
1.4.1	Provide representative on behalf of the Carrier to act: (b) non - exclusively
1.4.2	The Handling Company is authorized to represent Carriers interest with regard to resolving governmental and local authority matters
1.4.3	Attend local airport meetings on behalf of the Carrier: (a) report to the Carrier results/contents of the meetings (b) act, vote and commit on behalf of the Carrier
1.4.4	The handling company will be authorized to (a) solicit (b) negotiate (c) commit services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B (1) Airport lounges (2) baggage delivery service (7) other
1.4.5	Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
1.4.6	Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiate and secure in advance of each seasonal/operational change.
1.4.7	Perform and report (KPI - key performance indicators) quality/performance measurements.
1.4.8	Handle the contents of Carrier's company mail pouches.
<b>Section 2</b>	<b>Passenger Services</b>
<b>2.1</b>	<b>General</b>
2.1.1	Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
2.1.2	Make arrangements for stopover, transfer and transmit passengers and their baggage and inform them about services available at the airport.
2.1.3	When requested by the Carrier (a) provide or (b) arrange for  for special equipment, facilities and specially trained personnel, for assistance to (2) disabled passengers inside the terminal (3) VIP's
2.1.4	Assist passengers when flights are interrupted, delayed or cancelled.
2.1.5	Notify the Carrier of complaints and claims made by the Carrier's passengers
2.1.6	Report to Carrier any irregularities discovered in passenger and baggage handling
2.1.7	(b) Arrange for (1) check-in position(s) (2) service counter(s)/desks for other purposes.
2.1.8	Perform on behalf of the Carrier the following sales functions (a) reservations (b) issuance of transportation documents

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2.1.9	(c) e-ticketing As specified in Annex B
2.2	<b>Departure</b>
2.2.1	Perform pre-flight editing
2.2.2	Check and ensure (a) that tickets are valid for flight(s) for which they are presented. The check shall not include the fare.
2.2.3	(a) Weigh and/or measure checked and/or cabin baggage (b) record baggage figures For (1) Initial flight (2) subsequent flight(s)
2.2.4	Excess baggage (a) determine excess baggage (b) issue excess baggage ticket (c) collect excess baggage charges (d) detach applicable excess baggage coupons
2.2.5	Tag checked and/ or cabin baggage for (a) Initial flight
2.2.6	(a) Carry out the Carrier's seat allocation or selection system (b) Issue boarding pass(es) Detach applicable flight coupons For (1) Initial flight
2.2.7	Handle (a) Denied Boarding Process (b) Denied Boarding compensation
2.2.8	Direct passengers through controls to departure gate
2.2.9	At the gate perform (a) check-in in accordance with item 2.2.2 (b) check baggage  (c) verification of travel documents (e) handling of standby list (f) verification of cabin baggage (g) manage the boarding process (h) reconciliation of passenger numbers with aircraft documents prior to departure
2.2.10	(a) collect (b) reconcile (c) handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers
2.3	<b>Arrival</b>
Section 4	<b>Load Control, Communications and Flight Operations</b>

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4.1	<b>Load Control</b>
4.1.1	Convey and deliver flight documents between the aircraft and appropriate airport buildings
4.1.2	<p>(a) prepare (b) sign (c) distribute (d) verify process (e) file</p> <p>Documents, including but not limited to, loading instructions, load sheets, weight and balance charts, Captain's load information and manifests where-</p> <p>(2) Load control is performed by the Carrier until the Handling Company is able to.</p>
4.2	<b>Communications</b>
4.2.1	<p>(a) compile (b) receive, process and send</p> <p>All messages in connection with the services performed by the Handling Company using the Carrier's originator code or double signature procedure</p> <p>(c) perform EDI (electronic data interchange) transactions (d) inform the Carrier representative of the contents of such messages.</p>
4.2.2	<p>(a) provide (b) operate</p> <p>Means of communication between the ground station and the Carrier's aircraft</p>
4.3	<b>Flight Operation - General</b>
4.3.1	Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B
4.3.2	After consideration of the Carrier's instructions, suggest the appropriate action to pilot-in-command in case of personal operational irregularities, taking into account the meteorological conditions, the ground services and facilities available, aircraft servicing, possibilities and the overall operational requirements.
5.3	<b>Irregularities Handling</b>
5.3.1	Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
5.3.2	Report to the Carrier any irregularities discovered in cargo handling.
5.3.3	(a) notify the carrier of complaints and claims.
6.2	<b>Automation/Computer Systems</b>
6.2.1	<p>(a) Arrange and operate Equipment to enable access to</p> <p>(1) Carrier's system (2) Handling Company's system (3) other systems</p> <p>Perform the following functions in</p> <p>(a) Carrier's system (b) Handling Company's system (c) other systems for</p> <p>(2) passenger reservations and sales (3) passenger service (4) baggage service reconciliation (5) baggage tracing (1) other functions</p>
6.6	<b>Surface Transport</b>
	Make all necessary arrangements for special transport within the limit of local possibilities

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<b>7.1</b>	<b>Passengers and Baggage Screening and Reconciliation</b>
<b>7.1.1</b>	(a) provide and arrange (2) security questioning
<b>7.1.2</b>	(a) provide and arrange (1) identification of passengers prior to boarding (2) reconciliation of boarded passengers with their baggage (3) positive baggage identification by passengers (4) offloading of baggage for passengers who fail to board aircraft

**1.2** For the services set out above, the applicable rates shall be as follows:

<b>Ground Handling Management Fees</b>	
<b>Services</b>	<b>Applicable Rate</b>
Ground Handling - Turnaround Costs	
Ground Handling Labour	35 448
Sub total	70 500
Management Fee - 10%	105 948
<b>Total</b>	<b>116 543</b>

<b>Ground Handling Management Fees - Breakdown</b>				
<b>Description of Service</b>	<b>Applicable Rate</b>	<b>No. Turnarounds pm</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Cost Per Turnaround - Aircraft	1 688	21	425 376	35 448
			<b>425 376</b>	<b>35 448</b>
<b>Description of Service</b>	<b>Annual Salary</b>	<b>Number</b>	<b>Total Annual</b>	<b>Total Monthly</b>
Customer Service Agents	171 000	3	513 000	42 750
General Workers	111 000	3	333 000	27 750
			<b>846 000</b>	<b>70 500</b>

**1.3** Handling in the case of return to ramp will not be charged extra, provided that a physical change of load is not involved.

**1.4** Handling in the case of return to ramp involving a physical change of load will be charged at 50% (fifty percent) of the above rates.

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## ANNEXURE 2 OF ANNEX B

## GROUND HANDLING SERVICE LEVEL AGREEMENT

between

**KORENESA TRADING AND PROJECTS  
T/A KORENESA FACILITIES MANAGEMENT**  
Registration Number: 2007/051834/23  
(hereinafter referred to as "the Handling Company")

and

**SOUTHERN AFRICAN EXPRESS AIRWAYS (SAC) LTD**  
Registration Number: 1990/007412/30  
(hereinafter referred to as "the Carrier")

1. **PREAMBLE**

1.1 THIS SERVICE LEVEL AGREEMENT SERVES TO RECORD THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO EXPECTED STANDARD OF SERVICE DELIVERY EMANATING FROM THE STANDARD GROUND HANDLING AGREEMENT TO WHICH THIS SERVICE LEVEL AGREEMENT IS ATTACHED.

1.2 The standard of delivery of services set out in annexure B of the above-mentioned Standard ground Handling Agreement are addressed herein.

2. **OPERATING FRAMEWORK**

2.1 BASED ON THE TERMS AND CONDITIONS OF THE GROUND HANDLING AGREEMENT BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO THE FOLLOWING AS IT RELATES TO THE SERVICES PROVIDED BY THE HANDLING COMPANY TO THE CARRIER.

2.1.1 The Handling Company shall familiarize itself with the flight schedule as published and operated by the Carrier. Any changes to the schedule shall be communicated to the Handling Company in accordance with the agreed processes.

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2.1.2 The Handling Company shall, with the assistance of the Carrier, ensure proper training and re-qualification of personnel in its employ to ensure acceptable service level delivery.

2.1.3 The Handling Company shall ensure that all equipment utilised in the service of the Carrier' flights are maintained in a sound state and that operation thereof shall be done by qualified personnel.

2.1.4 The Carrier shall have a right to report to the Handling Company, all passenger related service delivery snags being encountered and the Handling Company shall address same instantly (where possible). Additionally, the Handling Company shall respond to the Carrier in writing within forty eight (48) hours of receipt of such notification setting out what has been done to address the identified snags or what the Handling Company intends to do to avoid recurrence of such snags.

2.1.5 In the interests of sustaining the relationship between them, the parties agree to meet regularly on a scheduled basis to discuss problems/solutions to issues affecting appropriate service delivery as agreed between the parties. The parties agree to meet at least once per month for these purposes.

2.1.6 The parties nominate the following people, for the purposes of the monthly meetings envisaged in clause 2.1.5 above:

2.1.6.1 The Carrier

2.1.6.2 The Handling Company

### 3. SERVICE KEY PERFORMANCE INDICATORS

3.1 The Handling Company's overall performance in respect of the Handling Company Scheduled Services shall be measured with reference to the following Service Key Performance Indicators and any other Service Key Performance Indicators agreed between the Parties from time to time in writing:

3.1.1 In the event of an air turn-back that necessitates off-loading of passengers, the Handling Company's personnel shall ensure that:  
A. the passengers from the relevant flight are deboarded and offloaded from the said flight;

3.1.2 All personnel dedicated to the Carrier shall always be in uniform and be neatly dressed. Further, such personnel shall report for duty timeously and take breaks as rostered.

3.1.3 Personnel who are on a break shall not be based at the counters as same creates a negative impression that they are available to provide the required service but are unwilling to do so.

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- 3.1.4 Further, the Handling Company shall ensure that personnel dedicated to service the Carrier shall not have their meals, drinks and/or snacks at the Check-In Counter or at Boarding Counters.
- 3.1.5 The Handling Company shall ensure that the dedicated personnel report at the boarding gates fifteen (15) minutes prior to the scheduled boarding time and adhere to the fifteen (15) minutes (domestic) offloading rule save where the Carrier gives instructions to the contrary.

#### 4. **COMMUNICATION**

- 4.1 The Handling Company shall ensure that the Carrier personnel are equipped with communication radios for purposes of ensuring seamless communication amongst them.
- 4.2 The Handling Company shall ensure timeous activation of the boarding and closure of boarding times on the View Direct Monitors for purposes of ensuring that passengers are constantly aware of their respective flight details. Additionally, the boarding agents shall make verbal announcements relevant to the specific flight they are attending to where permitted.

#### 5. **FLIGHTS ARRIVAL**

- 5.1 Personnel who meet the Carrier flights shall, upon receipt of an Actual Time of Arrival (ATA), aircraft registration number and the designated parking bay for the said flight, proceed to the designated aircraft parking bay at least ten (10) minutes prior to the flight's arrival.

#### 6. **ASSISTANCE TO SPECIAL NEEDS PASSENGERS**

- 6.1 The Handling Company shall provide courteous and professional assistance to the Carrier passengers who require special assistance in the same manner that the Handling Company provides such assistance to its passengers with due regard to the said passengers' particular needs.
- 6.2 Passengers with special needs include but are not limited to:
  - A. Wheelchair users; and
  - B. Mothers travelling with infants.

#### 7. **IRREGULAR OPERATIONS**

- 7.1 The Handling Company shall take full responsibility for handling the Carrier irregular operations, such as:
  - 7.1.1 Flight diversions
  - 7.1.2 Delays and calling of passengers
  - 7.1.3 Denied boarding due to weight restriction
  - 7.1.4 Timeous and regular communication/updates to passengers about any event of irregular operations;
  - 7.1.5 Issuance of Meal Vouchers;

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- 7.1.6 Hotel bookings;  
 7.1.7 Constants reports to the Carrier regarding any particular issue of importance which the Carrier's passengers are experiencing due to the irregular operations.

**8. AUDIT ON TRAINING REQUIREMENTS**

- 8.1 The Carrier shall conduct ad hoc audits on the Handling Company's personnel who are designated to the Carrier for purposes of gauging if the said personnel have undergone the requisite Ground Handling-Training [To be defined] that enables them to have the necessary knowledge to perform their duties, execute the prescribed procedures and remain current.

**9. OBSERVATION OF SAFETY**

- 9.1 At all times the service delivery standards shall not compromise established international safety procedures.

**10. PERFORMANCE MEASUREMENT**

- 10.1 Performance will be measured by way of specific measurements, Carrier feedback and random sampling

HEADING	SERVICE	S/R*	TARGET
GENERAL	Liaise with local Authorities	S	100%
	Indicating that Handling Company is acting as Handling Agent for the Carrier	S	Clear Markings
	Inform interested parties concerning movements of Carrier's aircraft in accordance with the posting on FID boards etc	S	No delays Always Available
	On-time performance relating to activities controlled by the Service Provider. The said activities are identified by the delay codes set out (AHM 011)	S	99% Not more than 1% of the Carrier's delays will be attributed to the Handling Company
Passenger Handling	Provide assistance to disabled and other passengers requiring assistance. Dealings with passengers will always be courteous, friendly and helpful. The requested service should be provided in less than 5 minutes of receipt of the request.	R	100%
Baggage Handling	Communication of Offloading of no-show passengers' baggage at least fifteen (15) minutes (Domestic) and twenty (20) minutes (Regional) prior to STD.	S	100%
Incident Reporting	Immediately upon occurrence.	S	100%

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HEADING	SERVICE	S/R*	TARGET
<b>IROPS Management</b>	Manage irregular operations at all stations	S	100%
<b>Operations Management</b>	<ul style="list-style-type: none"> <li>- Airport Facilities Management</li> <li>- Airport Operations Management</li> <li>- Operations Staffing</li> <li>- Route Marketing</li> <li>- Strategic Partnerships</li> </ul>	S	100%
<b>Adhoc Services</b>	Adhoc Services for 3 <sup>rd</sup> party (NWPG) <ul style="list-style-type: none"> <li>• Security Service</li> <li>• Fire Truck lease</li> <li>• Adhoc operational services</li> </ul>	R	100%

\* S = Standard Service R= On Request

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" B 3.1 "

Bathopeia  
 P O Box 109  
 Mafikeng 2745  
 Shop 47, Mafikeng Mall  
 260849  
 (018) 397-2900  
 (018) 381-8020

88576 316139  
 \*KORENEKA TRADING AND PROJECTS CC  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

**FNB**  
**MAFIKENG**

24 JUN 2016  
 RECEIVED / ANSWERED  
 240 - 340

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 6

Total VAT Charged : R 29,82 Dr

Statement Period : 30 April 2015 to 30 May 2015

Statement Date : 30 May 2015

Business Account 62517944296

### Summary in Rand

		ZAR
Opening Balance		205.45 Cr
Funds Received (Credits)	1	8,500,000.00 Cr
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	1	8,500,000.00 Cr
Funds Used (Debits)	13	7,668,400.00 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	13	7,668,400.00 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	4	242.80 Dr
Service Fees	2	186.30 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	56.50 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		831,562.65 Cr
Overdraft Limit		0.00

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### Contact us

info@fnb.co.za  
 www.fnb.co.za  
 087-575-9406  
 087-575-9479  
 087-311-8607

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Debit Interest Rates (Usury)

15.00%

Interest Earned on Credit Balance

R1-R4999 0.00%  
 R5000+ 0.00%

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on [www.fnb.co.za](http://www.fnb.co.za) for more)

Cash Deposits	(per R100 opt)	<R5000	<R10000	<R15000	<R50000	<R150000	>=R150000
Branch/FNB ATM	R8.40 plus	R2.42	R1.42	R1.42	R1.33	R1.12	R1.12
Bulk	R5.00 plus	R2.23	R1.59	R1.59	R1.32	R0.99	R0.99
ATM Advance R8.40 plus R2.42 per R100 or part thereof							
Cash Withdrawals	(per R100 opt)	<R5000	<R10000	<R15000	<R50000	<R150000	>=R150000
Branch: CSF	(Min R35) plus	R2.42	R1.88	R1.88	R1.54	R1.43	R1.43
Bulk: CSF	(Min R35) plus	R2.23	R1.78	R1.78	R1.47	R1.37	R1.37

Monthly Account Fee - R81.00  
 Cheque Deposit Fee - R0.00 per  
 cheque deposit.  
 Cheque Service Fee (CSF) -  
 R75.00

bst



" B 3.2 "

08879 016554  
**\*KORENEKA TRADING AND PROJECTS CC**  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

✉ Bathopelo  
 P O Box 109  
 Mafikeng 2745  
 Street Address Shop 47, Mafikeng Mall  
 Branch Code 260849  
 ☎ (018) 387-2900  
 📠 (018) 381-8020

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 9

Total VAT Charged : R 39.77 Dr

Statement Period : 30 July 2015 to 29 August 2015  
 Statement Date : 29 August 2015

Business Account 62517944296

### Summary in Rand

ZAR

<b>Opening Balance</b>		<b>375,978.43 Cr</b>
<b>Funds Received (Credits)</b>	<b>3</b>	<b>8,500,015.10 Cr</b>
Cash Deposits	2	15.10 Cr
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	1	8,500,000.00 Cr
<b>Funds Used (Debits)</b>	<b>16</b>	<b>1,190,234.50 Dr</b>
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	16	1,190,234.50 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
<b>Bank Charges</b>	<b>5</b>	<b>323.79 Dr</b>
Service Fees	2	190.30 Dr
Cash Deposit Fees	1	34.51 Dr
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	98.98 Dr
<b>Other Entries</b>		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
<b>Closing Balance</b>		<b>7,685,433.24 Cr</b>
<b>Overdraft Limit</b>		<b>0.00</b>

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
✉ Lost Cards	087-575-9406
📞 Account Enquiries	087-575-9479
🚫 Fraud	087-311-8607

### Updated Terms and Conditions

Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on [www.fnb.co.za](http://www.fnb.co.za)

### Debit Interest Rates (Usury)

15.00%

### Interest Earned on Credit Balance

R1-R4998

0.00%

R5000+

0.00%

**FNB**  
**MAFIKENG**

24 JUN 2016

RECEIVED / ANSWERED  
 240 - 340

PRINTED  
 08/09/2015 14:29:26

bse







" B 3.3 "

☒ Bathoepile  
P O Box 108  
Mafikeng 2745  
Street Address Shop 47, Mafikeng Mall  
Branch Code 200849  
☎ (018) 397-2900  
☎ (018) 381-8020

BBS10 128910  
"KORENEKA TRADING AND PROJECTS CC  
20 NWDC BUILDING FIRST ST  
MAHIKENG  
2745



Customer VAT Registration Number : Not Provided  
Bank's VAT Registration Number : 4210102051  
Copy Tax Invoice/Statement Number : 10

Total VAT Charged : R 47.85 Dr

Statement Period : 29 August 2015 to 30 September 2015  
Statement Date : 30 September 2015

### Business Account 62517944296

#### Summary in Rand

		ZAR
Opening Balance		7,685,433.24 Cr
Funds Received (Credits)	1	14,000,000.00 Cr
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers-In	0	0.00
Electronic Payments Received	1	14,000,000.00 Cr
Funds Used (Debits)	24	5,755,150.60 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	24	5,755,150.60 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	7	389.54 Dr
Service Fees	2	270.85 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	5	118.69 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		15,929,893.10 Cr
Overdraft Limit		0.00

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
Lost Cards	087-575-9406
Account Enquiries	087-575-9479
Fraud	087-311-8807

**Updated Terms and Conditions**  
Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on [www.fnb.co.za](http://www.fnb.co.za)

#### Debit Interest Rates (Usury)

15.00%	
Interest Earned on Credit Balance	
R1-R4999	0.00%
R5000+	0.00%

Branch Number	Account Number	Date	DDA AA/BW/MRKY/00/BF/BS/C/TT/IN	FNBUS
874	62517944296	15/09/30	Business Account	

bst

bst

BUSINESS ACCOUNT: 62517944296

Tax Invoice/Statement Number : 10

Date	Description	Amount	Balance	Accrued Bank Charges
29 Sep	Notification - Email			
30 Sep	Electronic Payments	0.00	15,930,225.64 Cr	0.74
30 Sep	#Monthly Account Fee	0.00	15,930,225.64 Cr	205.85
30 Sep	#Value Added Serv Fees	65.00	15,930,160.64 Cr	
30 Sep	#Service Fees	61.69	15,930,098.95 Cr	(61.69)
		205.85	15,929,893.10 Cr	(205.85)

Closing Balance

15,929,893.10 Cr

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

# inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

Branch Number	Account Number	Date	ODA AA/SYMBA/Y00/BF/B9/C/TT/N	FNBUS
974	62517944296	15/09/20	Business Account	

bst



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FNB BUSINESS CHEQUE ACC

INTERIM STATEMENT

KORENEKA TRADING AND PROJECTS CC

NWDC BUILDING FIRST ST

IAHIKENG  
2745
 ACCOUNT NUMBER : 62517944296  
 PAGE NUMBER : 5 OF 7

DESCRIPTION	TRANSACTION AMOUNT	SERVICE FEE	DATE	ACCOUNT BALANCE
LEANERS MOGTHETI	2,475.00-		11/24	5,250,156.53
LEANERS - NOV	2,475.00-		11/24	5,252,631.53
LEANERS - MOKOENA	2,475.00-		11/24	5,255,106.53
LEANERS - NOV MOKGO	2,475.00-		11/24	5,257,581.53
MONTHLY ACCOUNTS	68,400.00-		11/24	5,260,056.53
COMPUTER REPAIRS - T	2,199.99-		11/24	5,328,456.53
KORENEKA REINBURSE	319.00-		11/24	5,330,656.52
KORENEKA STATIONARY	5,470.00-		11/24	5,330,975.52
KORENEKA CELL PHONE	500.00-		11/24	5,336,445.52
SALARIES NOV T KGOSI	4,455.00-		11/24	5,336,945.52
ETLHAKI NOV LARY	9,069.75-		11/24	5,341,400.52
MELAKETSO NOV SALAR	4,455.00-		11/24	5,350,470.27
BAKENG TSHILWANE JU	4,455.00-		11/24	5,354,925.27
SALARY NOV- O. NCHU	9,069.75-		11/24	5,359,380.27
KORENEKA NOV	13,368.75-		11/24	5,368,450.02
SALARY - NOV M. MONT	4,455.00-		11/24	5,381,818.77
ONTSHIWA NOV SALAR	4,455.00-		11/24	5,386,273.77
SALARIES NOV -	9,069.75-		11/24	5,390,728.77
SALARIES - NOV	4,455.00-		11/24	5,399,798.52
MOABI NOV SALARY	9,069.75-		11/24	5,404,253.52
EFANYETSO NOV SALA	12,647.25-		11/24	5,413,323.27
CONSUMABLES - REIMB	240.00-		11/24	5,425,970.52
EMAIL SENDING FEE	.00	40.00	11/24	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/13	5,425,970.52
EMAIL SENDING FEE	.00	0.74	11/12	5,425,970.52
NEO SOLUTIONS	4,900,000.00		11/12	5,426,210.52
TAX AND MANAGEMENT C	75,000.00-		11/12	10,326,210.52
VAT & PAYE REGISTRAT	25,000.00-		11/12	10,401,210.52
NEO SOLUTIONS	5,000,000.00		11/11	10,426,210.52
NEO SOLUTIONS	5,000,000.00		11/10	15,426,210.52
NEO SOLUTIONS	5,000,000.00		11/10	10,426,210.52
EMAIL SENDING FEE	.00	0.74	10/31	10,426,210.52
SERVICE FEES	214.40-		10/30	15,426,210.52
VALUE ADDED SERV FEES	67.28-		10/30	15,426,424.92
MONTHLY ACCOUNT FEE	65.00-		10/30	15,426,492.20
SIS/INT 22 ON TRUE TIER	.00	196.90	10/30	15,426,492.20
TELKOM SA 6199019630575	1,652.60-	17.50	10/30	15,426,557.20
AIRTICKET - REINB	900.00-		10/30	15,428,209.80

bst



"B 3.5"

BEST12 131822  
 \*KORENEKA TRADING AND PROJECTS CC  
 20 NWDC BUILDING FIRST ST  
 MAHIKENG  
 2745

Bathopela  
 P O Box 109  
 Mafikeng 2745  
 Street Address: Shop 47, Mafikeng Mall  
 Branch Code: 260849  
 (018) 397-2900  
 (018) 381-8020

Customer VAT Registration Number : Not Provided  
 Bank's VAT Registration Number : 4210102051  
 Copy Tax Invoice/Statement Number : 12

Total VAT Charged : R 105.69 Dr

Statement Period : 30 October 2015 to 30 November 2015  
 Statement Date : 30 November 2015

FNB Business Cheque Acc 62517944296

Summary in Rand

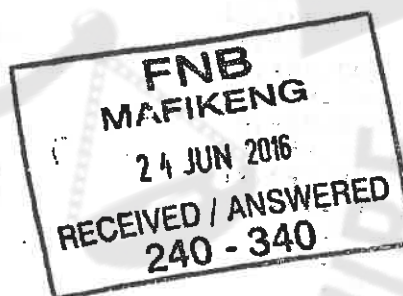
		ZAR
Opening Balance		15,426,210.52 Cr
Funds Received (Credits)		
Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	0	0.00
Funds Used (Debits)	56	10,344,757.23 Dr
Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	56	10,344,757.23 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00
Bank Charges	3	880.60 Dr
Service Fees	2	521.45 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	1	339.15 Dr
Other Entries		
Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00
Closing Balance		5,080,592.69 Cr
Overdraft Limit		0.00

Contact us	
e-Mail	info@fnb.co.za
Web	www.fnb.co.za
Fast-Cards	087-675-9406
Account Enquiries	087-575-9479
Fraud	087-311-8607

Ensure that your business is tax compliant.  
 Update your VAT details easily on [www.fnb.co.za](http://www.fnb.co.za)

Debit Interest Rates (Usury)  
 16.00%

Interest Earned on Credit Balance  
 R1-R4999 0.00%  
 R5000+ 0.00%



bst



FNB BUSINESS CHEQUE ACC: 62517944296

Tax Invoice/Statement Number: 12

Date	Description	Amount	Balance	Accrued Bank Charges
25 Nov	Notification - Sms			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
25 Nov	Notification - Email			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
26 Nov	Notification - Sms			
27 Nov	Ric Express Pmt To			
27 Nov	Internet Pmt To			
28 Nov	Notification - Sms			
28 Nov	Notification - Email			
30 Nov	Internet Pmt To			
30 Nov	Electronic Payments			
30 Nov	#Monthly Account Fee			
30 Nov	#Value Added Serv Fees			
30 Nov	#Service Fees			
Closing Balance				

5,080,592.69 Cr

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

Pay as You use Pricing Option (Refer to Business Pricing Guide on [www.fnb.co.za](http://www.fnb.co.za) for more)

Monthly Account Fee	R65.00	Cheque Service Fee	R85.00	Credit Interest Rate	0.00%
Cheque Deposit Fee	R30.00	Inward Unpaid Fee	R105.00	Debit Interest Rate	16.00%
Cash Deposits (Fees are quoted per R100 or part thereof)					
Branch:	(Min fee per deposit R30.00) R8.40 plus	<R5000	<R10000	<R15000	<R50000
Bulk:	(Min fee per deposit R30.00) R5.00 plus	R2.550	R1.480	R1.480	R1.180
FNB ATM Advance:	R3.75 + R0.78 per R100 or part thereof	R2.350	R1.670	R1.670	R1.180
Cash Withdrawals (Fees are quoted per R100 or part thereof)					
Branch:	Cheque Service Fee (min R40.00) plus	<R5000	<R10000	<R15000	<R50000
Bulk:	Cheque Service Fee (min R40.00) plus	R2.660	R1.860	R1.860	R1.500
FNB ATM:	R3.95 + R1.45 per R100 or part thereof	R2.450	R1.870	R1.870	R1.440

FNB  
MAFIKENG

24 JUN 2016

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240 - 340

bst



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E Block Offices  
Airways Park  
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P O Box 101  
OR Tlokoeng International Airport  
1827  
South Africa  
www.flyexpress.aero

June 2016

Head of Department  
Dept Community Safety and Transport Management  
North West Provincial Government  
Mahikeng

Dear Mr Mosiane

**Mahikeng International Airport**

SA Express Airways would like to notify the Department Community Safety and Transport Management of the appointment of Valotech Facilities Management (Registration 2011/095681/23) as the Handling Company for Mahikeng International Airport.

SA Express has sent through the signed contract to the department.

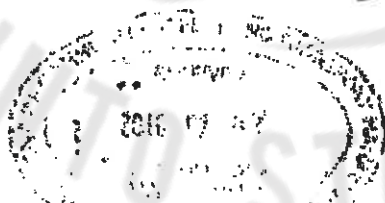
Yours sincerely



Brian Tebogo Van Wyk

General Manager: Commercial

**PAID**



Board of Directors: G N Mathema (Chairperson), I Nishanga\* (Chief Executive Officer), M R Shaleya\* (Chief Financial Officer),  
T Abraham, G P B Dabale, R Ndabeni (India), J N Nkabinde, P Ramosebudi, G R Ediga

Company Secretary: M Gie  
\*Executive Director

South African Express Airways SOC Ltd

*bst*



B 5

Companies and Intellectual Property Commission (CIPC): eServices

[https://eservices.cipc.co.za/Disclosures\\_person.aspx](https://eservices.cipc.co.za/Disclosures_person.aspx)

## Companies and Intellectual Property Commission - eServices

Welcome MACROC

WUTSHLO LUKAS  
MUKWENA

You are here: CIPC eServices &gt; Enterprise Disclosures &gt; Person Disclosure

## Director Details

ID / Passport Number 8208315510082

Surname van wyk

Surname not required for passport numbers; leave the surname field blank.

EDIT CUSTOMER DETAILS

LOGOUT

BALANCE: R 2798,00

ENTERPRISE NAME SEARCH

SEARCH

ENTERPRISE NUMBER ENQUIRY

SUPPORTED BROWSERS



Enterprise Number	Enterprise Name	Registration Date	Enterprise Status	Enterprise Type	Director Status
B2003016229	OLEE EXPLORATION AND DISTRIBUTION	2003/02/28	AR Final deregistration	Close Corporation	ACTIVE
B2008075907	HOLISANI TRADING	2008/05/22	AR Final deregistration	Close Corporation	ACTIVE
B2007103350	NKANYEZI YETHU INVESTMENTS	2007/05/22	AR Final deregistration	Close Corporation	ACTIVE
B2009057237	HUNDREDONE INVESTMENTS	2009/03/20	AR Final deregistration	Close Corporation	ACTIVE
B2009066826	LATINAS FOOD SA IMPORT AND EXPORT	2009/04/01	In Business	Close Corporation	ACTIVE
B2010070725	SHENZHA MAJIE TRADING	2010/05/18	AR Final deregistration	Close Corporation	ACTIVE
B2011098755	URIZMA INVESTMENTS	2011/08/29	In Business	Close Corporation	ACTIVE
K2012007345	TECURITE	2012/01/17	In Business	Private Company	ACTIVE
K2013149778	LAVAO ESTAMAO	2013/08/23	In Business	Private Company	RESIGNED
K2018418128	REVERE GROUP	2018/09/27	In Business	Private Company	ACTIVE
K2016434514	REVERE ADVISORY SERVICES	2016/10/12	In Business	Private Company	ACTIVE
K2016434508	REVERE FUND MANAGEMENT	2016/10/12	In Business	Private Company	ACTIVE
M2005027612	THAGCHO TRADING	2005/08/10	AR Final deregistration	Private Company	ACTIVE
M2008017528	BLACK WEALTH CORPORATION	2008/06/08	AR Final deregistration	Private Company	ACTIVE
M2007006704	BYMM HOLDINGS	2007/03/01	AR Final deregistration	Private Company	ACTIVE
M2008003897	NAREVEST	2008/02/15	In Business	Private Company	ACTIVE
M2008017980	BLACK WEALTH HOLDING	2008/07/25	AR Final deregistration	Private Company	ACTIVE

2017/01/30 10:11 AM

bst

"B6"

Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Monday, April 24, 2017 at 8:50



Companies and Intellectual  
Property Commission  
a member of the dti group

### Disclosure Certificate: Companies and Close Corporations

Registration Number: 2011 / 095681 / 23  
Enterprise Name: VALOTECH FACILITIES MANAGEMENT

#### ENTERPRISE INFORMATION

Registration Number: 2011 / 095681 / 23  
Enterprise Name: VALOTECH FACILITIES MANAGEMENT  
Registration Date: 29/06/2011  
Business Start Date: 29/06/2011  
Enterprise Type: Close Corporation  
Enterprise Status: In Business  
Compliance Status: Compliant  
Financial Year End: February  
TAX Number: 9015407225  
Addresses:

#### POSTAL ADDRESS

P O BOX 4587  
MMABATHO  
MMABATHO  
NORTH WEST  
2735

#### ADDRESS OF REGISTERED OFFICE

34 IMPALA STREET  
GOLF VIEW  
MAFIKENG  
NORTH WEST  
2745

#### ACTIVE MEMBERS / DIRECTORS

Surname and First Names	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appt. Date	Address
DUBE, NOTHANDO	710609		100.00	1/2016	Postal: PO BOX 4587, MMABATHO, MMABATHO, NORTH WEST, 2735  Residential: 34 IMPALA STREET, GOLF VIEW, MAFIKENG, NORTH WEST, 2745

#### AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
LSG INTEGRATED	ACC	Current		ACTIVE	

Profession Number: 855381

#### CHANGE SUMMARY

2011-06-29 \* Registration of CC/CO on 29/06/2011.  
2014-02-08 \* Status changed to Unknown.  
Annual Return Non Compliance - In Process of Deregistration No Payment have been made.  
2015-05-08 \* Status changed to Unknown.  
Company / Close Corporation AR Filing - Web Services : Ref No. : 528167752

-Page 1 of 2

Physical Address  
the dti Campus - Block F

Postal Address: Companies  
P O Box 428

Docex: 256  
Web: www.cipc.co.za



bse

Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Monday, April 24, 2017 at 8:50

**Disclosure Certificate: Companies and Close Corporations**

Registration Number: 2011/085681/23

Enterprise Name: VALOTECH FACILITIES MANAGEMENT



2015-06-10 Status changed to Unknown.  
No Valid SMS or Email Address for enterprise B2011095681

2016-07-28 Annual Return completed on 28/07/2016.  
Company / Close Corporation AR Filing - Web Services: Ref No.: 528258147

2016-01-25 Registered Address Change on 25/01/2016.  
34 IMPALA STREET GOLF VIEW MAFIKENG NORTH WEST 2745

2016-01-26 Principle Business Change on 26/01/2016.  
52

2016-01-26 Name Change on 26/01/2016.  
VALOTECH 308

2016-01-26 Member Change on 26/01/2016.  
Change Record  
Surname/Initial: = GOUWS  
First Names: = CHRISTIAN  
Status: = Resigned

2016-01-26 Member Change on 26/01/2016.  
Add Record  
Surname/Initial: = MOGODIRI  
First Names: = KEFILWE PRECIOUS  
Status: = Active

2016-01-26 Member Change on 26/01/2016.  
Add Record  
Surname/Initial: = DUBE  
First Names: = NOTHANDO  
Status: = Active

2016-08-04 Status changed to Unknown.  
No Valid SMS or Email Address for enterprise B2011095681

2016-07-18 Annual Return completed on 18/07/2016.  
Company / Close Corporation AR Filing - Web Services: Ref No.: 540597080

2016-08-10 Member Change on 10/08/2016.  
Member KEFILWE PRECIOUS MUJAU was added

2016-08-10 Member Change on 10/08/2016.  
Member NOTHANDO DUBE was added

8401280574080

760310131080



bst

B7

## Invoice



34 Impala Street  
Golf View  
Mahikeng  
North West 2745

PO Box 4587  
Mmabatho  
North West 2735

Tel: +27 11 042 8945  
Cell: +27 83 411 7861  
Fax: +27 85 614 0428

Email: info@valotech.co.za  
Web: www.valotech.co.za

## Client Details

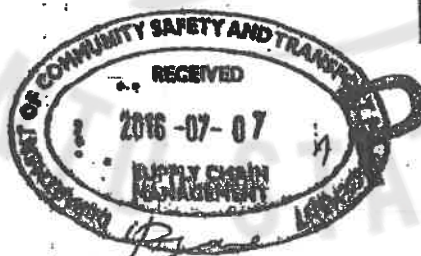
Client Name	Northwest Department of Community Safety & Transport	Start Date	13-06-2016	Invoice No.	1
Client Phone	0183815113	End Date	13-06-2016	Account No.	NWCST01
Client Address	Safety House 31324 Molopoe road, Mahikeng, 2735	Cust VAT Reg.		Invoice Date	13-06-2016

Qty/Hrs	Item	Description	Rate	Total
1	Service	Route Marketing Subsidy	4 850 000.00	4 850 000.00
1	Service	Airport Operations Costs	11 000 000.00	11 000 000.00

## Banking Details

Bank Name: Nedbank  
Branch: Mahikeng  
Account Type: Current  
Account No: 112 382 9373  
Account Name: Valotech Facilities Management  
Ref: Client Invoice Number

Subtotal	R15 850 000.00
VAT	R0.00
Total	R15 850 000.00
Deposits	R0.00
Balance Due	R15 850 000.00



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South Africa  
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June 2016

Head of Department  
Dept Community Safety and Transport Management  
North West Provincial Government  
Mahikeng

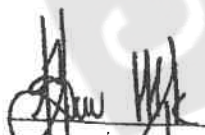
Dear Mr Mosiane

**Mahikeng International Airport and Pilanesburg International Airport**

SA Express Airways would like to confirm to the Department Community Safety and Transport Management that Valotech Facilities Management (Registration 2011/095681/23) is the appointed Handling Company for Mahikeng International Airport and Koreneka Event Managers T/A Koreneka Trading and Projects (Registration 2007/051834/23) is the appointed Handling Company for Pilanesburg International Airport. Should there be any further changes the department will be duly advised.

SA Express has sent through the signed contract to the department.

Yours sincerely



Brian Tebogo Van Wyk  
General Manager: Commercial

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Board of Directors: G H Mathema (Chairperson), I Nkomo (Chief Executive Officer), M R Shetty (Chief Financial Officer),  
T Abraham, S P B Dube, R Ndlovu (India), J N Nkomo, P Ramosebui, G R Gibe

Company Secretary: M Gie  
Executive Director

South African Express Airways SOC Ltd  
Co. Reg. No. 1999/00741230





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OR Tambo International Airport  
1627  
South Africa  
www.flysaexpress.com

Koreneka Trading and Projects  
22 NWDC Building,  
1<sup>st</sup> Street Industrial Site  
Mafikeng  
2745

01 May 2015

Dear Sirs/Madam

**Letter of Appointment; Service Provider for SA Express North West Operations Airport Management**

Thank you for participating in the aforementioned supplier development bidding process

This letter serves to confirm that your company Koreneka Event Managers (T/A Koreneka Trading and Projects) Registration Number: 2007/051834/23 has been appointed as the preferred bidder, following the SA Express supplier development bid evaluation process for the management of airport operations with SA Express in the North West Province.

The appointment is subject to the successful conclusion of a supplier development contract and service level agreement. SA Express would like to therefore invite your team for finalization of contractual negotiations.

We trust you will find the above in order and look forward to a working together.

Yours Sincerely

  
Mr Tinyiko Maswanganyi  
DM Procurement

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bst

## IATA STANDARD GROUND HANDLING AGREEMENT 2013

### STANDARD GROUND HANDLING AGREEMENT (SGHA)

between:  
and:

The agreement consists of:

*Main Agreement*, and, as required,  
*Annex A* (description of services)

*Annex(es) B* (location(s), agreed services and charges)

### MAIN AGREEMENT

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Article 12	Authorization to Contract

### Definitions and Terminology

For the sake of clarity, the following definitions and terminology apply to the SGHA:

**AIRPORT TERMINAL** means all buildings used for arrival and departure handling of aircraft.

**ARRANGE (or MAKE ARRANGEMENTS FOR)** implies that the Handling Company will request an outside agency to perform the service required. The charge of the outside agency shall be paid by the Carrier. The Handling Company assumes no liability toward the Carrier for such arrangements.

**CARGO** means revenue cargo, and non-revenue cargo such as service cargo and company materials.

**CARRIER'S REPRESENTATIVE** means the individual or organization authorized by the Carrier to act on the Carrier's behalf in matters concerning Article 4.

**CO-ORDINATE** means to collect and communicate operational information to the respective parties at the direction of the Carrier, or the Carrier's Representative, as required to perform the services as contracted by the Carrier with Third Parties in the respective Annex(es) B.

**CARRIER'S AIRCRAFT** means any aircraft owned, leased, chartered, hired or operated or otherwise utilised by or on behalf of the Carrier and in respect of which the Carrier has either expressly or implicitly contracted, instructed or otherwise requested the Handling Company to perform or carry out any ground handling service(s).

**DEPARTURE CONTROL SYSTEM (DCS)** means an automated method of performing check-in, capacity control, load control and dispatch of flights.

**DIRECT LOSS** means a loss arising naturally or directly from an occurrence and which excludes remote, indirect, consequential, or special losses or damages, such as loss of revenue or loss of profit.

**ELECTRONIC DATA INTERCHANGE (EDI)** means the computer-to-computer (application-to-application program processing) transmission of business data in a standard format.

**ICAO** means International Civil Aviation Organisation.

**IATA** means International Air Transport Association.

**LIAISE** means to communicate and maintain contact.

**LOAD** means any item carried in an aircraft other than is included in the basic operating weight.

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**LOADS** means baggage, cargo, mail and any aircraft supplies including ballast.

**PASSENGER(S)** means any person(s) both revenue and non-revenue, except members of the crew, carried or to be carried in an aircraft with the consent of the Carrier.

**PROVIDE** implies that the Handling Company itself assumes responsibility for the provision of the service required.

**RECEIVING CARRIER** means a carrier who receives Loads from a transferring carrier at a transfer point.

**SPECIAL SHIPMENTS** includes, but not limited to, perishables, live animals, valuables, vulnerable cargo, news material and dangerous goods.

**SPECIALISED CARGO PRODUCTS** includes but not limited to, express cargo, courier shipments and same day delivery.

**STATION MANAGEMENT** means management of Carriers' administrative and/or operational functions(s) within the scope defined in the Annex B.

**SUPERVISION** means to oversee and direct the performance of the Services contracted by the Carrier with third parties, i.e. companies who have a separate Annex B (or similar contract with the Carrier). The term Supervision shall not apply to the Handling Company self-management of its own services or overseeing of the Handling Company's subcontractors (as referenced to in Article 5 of the Main Agreement).

**TECHNICAL LANDING** is a landing for other than commercial reasons where no physical change of Loads, Passenger and/or crew occurs.

**TICKET** means the document entitled "Passenger Ticket and Baggage Check" issued by or on behalf of the Carrier and includes Notice of Contract Terms incorporated by reference and notices and the flight and passenger coupons contained therein.

**TRANSIT FLIGHT** is an aircraft making an intermediate landing for commercial reasons where a change of Loads, Passenger and/or crew occurs.

**TRUCK SERVICE** means a service operated by truck on behalf of an airline carrying Loads documented in accordance with the applicable IATA and/or ICAO rules, regulations and procedures. In the Main Agreement and in Annex A, the word "aircraft" will read "truck" and "flight" will read "truck service" when it concerns the handling of a truck as meant under the above definitions.

**TURNROUND FLIGHT** is an aircraft terminating a flight and subsequently originating another flight following a complete change of Loads, Passenger and/or crew.

**UNIT LOAD DEVICES (ULDs)** Aircraft unit load device (ULD) is an assembly of components comprising either of the following:

- aircraft pallet and pallet net
- aircraft pallet and pallet net over an igloo
- aircraft container

The purpose of the unit is to enable individual pieces of cargo, baggage or mail to be assembled into a standard-sized unit to facilitate rapid loading onto and offloading from aircraft having compatible handling and restraint systems which interface directly with the unit.



**Main Agreement**

An Agreement made between \_\_\_\_\_  
 having its principal office at \_\_\_\_\_  
 hereinafter referred to as "the Carrier" or "the Handling Company", as  
 the case may be, and \_\_\_\_\_  
 having its principal office at \_\_\_\_\_  
 hereinafter referred to as "the Handling Company" or "the Carrier", as  
 the case may be, the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)".

WHEREBY THE PARTIES AGREE AS FOLLOWS:

**Article 1**  
**Provision of Services**
**1.1 General**

The Carrier and the Handling Company agree to give the highest importance to the compliance to all applicable laws and regulations governing their activities and expects its agents and contractors to do the same.

Of particular concern are laws related to anti-bribery, anti-trust and labor relations (including but not limited to the prohibition of child labor).

The Services shall be made available within the limits of the capabilities of the Handling Company and the Handling Company will comply at all times with and will deploy best efforts to make sure its employees and subagents comply with:

- all laws and regulations applicable in its country of establishment and all other countries in which Services are provided under this Agreement
- applicable IATA and/or ICAO and/or other governing rules, regulation and procedures
- all international treaties and regulations that apply in general to commerce and in particular to the operation of aircraft, transportation of passengers and air freight or mail

The Carrier and the Handling Company shall ensure that their respective personnel assigned to the performance of this agreement are aware of all relevant legislation applicable to commerce in general, aircraft operation, passenger transport and air freight.

Further, the Carrier and the Handling Company shall ensure that all their respective employees assigned to the performance of this Agreement where applicable, shall be aware of the essentials of:

- competition and antitrust regulations in its country of residence, establishment as well as such regulations with extra-territorial application.
- the rules governing bribery, kick-backs, secret commissions and payments to government officials in its country of residence, establishment as well as such regulations with extra-territorial application.
- any other applicable law or regulation, whose breach or violation by a Party or its employees could cause damage to the other Party or its employees.

It is not considered necessary or possible to specify every detail of the services it being generally understood what such services comprise and the standards to be attained in their performance.

**1.2 Documents for Ground Handling**

Documents used for ground handling shall be the Handling Company's own documents, where applicable, provided these documents comply with standardised formats that may apply under IATA and/or ICAO and/or other governing rules, regulations and procedures.

**1.3 Scheduled Flights**

The Handling Company agrees to provide for the Carrier's Aircraft for flights operating on an agreed schedule at the location(s) stated in the Annex(es) B, those services of Annex A as are listed in the Annex B for the respective locations. The Carrier, in turn, agrees to inform the Handling Company as soon as possible about any changes of schedule and/or frequencies and/or types of aircraft.

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**1.4 Extra Flights**

The Handling Company will also provide the services to the Carrier's Aircraft for flights in addition to the agreed schedule at the same locations, provided that reasonable prior notice is given and the provision of such additional services will not prejudice commitments already undertaken.

**1.5 Priority**

The Handling Company shall, as far as possible, give priority to aircraft operating on schedule.

**1.6****Emergency Assistance**

It is the responsibility of the Handling Company to participate in local emergency response plan(s) in order to provide support to the Carrier in the event of an emergency including but not limited to, forced landings, accidents or acts of violence.

Carrier will contact the Handling Company to establish the Carrier's needs in an emergency and provide the Handling Company its current emergency procedures.

In the absence of Carrier instructions, in part or whole, the Handling Company shall follow its own emergency response plan(s).

In case of an emergency, the Handling Company shall without delay activate its local emergency plan(s) which includes the immediate notification to the Carrier and establish open-line communications with the Carrier.

The Handling Company shall take all reasonable measures to assist passengers, crew and family members and to safeguard and protect baggage, cargo and mail carried in the aircraft from loss or damage in co-operation with the relevant local authorities.

All documentation and information pertaining to the emergency is the property of the Carrier and shall be held confidential by the Handling Company, unless such documentation and information is specifically required by applicable law or by governmental or local authorities regulations.

The Carrier shall reimburse the Handling Company for expenses and disbursements incurred in rendering such assistance.

**1.7 Additional Services**

As far as possible, the Handling Company will, upon request, provide to the Carrier additional services not set forth in the present Agreement. Such services may be governed by special conditions to be agreed between the Parties.

**1.8 Other Locations**

In case of occasional flights of the Carrier's Aircraft at locations which are not designated in the present Agreement, where the Handling Company maintains a ground handling organisation, the Handling Company shall, on request, make every effort, subject to the means locally available, to provide necessary services.

**Article 2****Fair Practices**

2.1 The Handling Company shall use its best efforts to protect the Carrier's confidential information and make it available for the purposes of the Carrier only.

2.2 Neither Party to this Agreement shall disclose any information contained in Annex(es) B to outside parties without the prior consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the other Party will be notified accordingly.

**Article 3****Subcontracting of Services**

3.1 The Handling Company is entitled to delegate any of the agreed services to subcontractors with the Carrier's prior written consent. It is understood that, in this case, the Handling Company shall be responsible to the Carrier for the proper rendering of such services as if they had been performed by the Handling Company itself. Any subcontracting of services and the provider(s) thereof, shall be recorded in the Annex(es) B.

3.2 The Carrier shall not appoint any other person, company or organisation to provide the services which the Handling Company has agreed to provide by virtue of this Agreement, except in such special cases as shall be agreed between the Parties.

#### Article 4 Carrier's Representation

4.1 The Carrier may maintain at its own cost, its own representative(s) at the location(s) designated in the Annex(es) B. Such representative(s) and representative(s) of the Carrier's Head Office may inspect the services provided to the Carrier by the Handling Company pursuant to this Agreement, advise and assist the Handling Company and render to the Carrier's clients such assistance as shall not interfere with the provision of services by the Handling Company.

4.2 The Carrier may, by prior written notice to the Handling Company and at its own cost, engage an organisation (hereinafter referred to as "the Supervisor") to supervise the services of the Handling Company at the location(s) designated in Annex(es) B. Such notice shall contain a description of the services to be supervised.

The Supervisor shall have the same authority as defined above in Sub-Article 4.1 for the Carrier's own representative.

4.3 Such assistance, when performed by the Carrier's representative(s) and/or Supervisor(s) will be the sole responsibility of the Carrier, unless requested by the Handling Company.

#### Article 5 Standard of Work

5.1 The Handling Company shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, in accordance with the Carrier's instructions, receipt of which must be confirmed in writing or by electronic confirmation to the Carrier by the Handling Company.

In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

5.2 The Handling Company shall carry out all other services in accordance with the Carrier's procedures and instructions. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.

5.3. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the Carrier's Aircraft, crews, Passengers and Loads receive treatment not less favourable than that given by the Handling Company to other carriers or its own comparable operation at the same location.

5.4 The Handling Company agrees to ensure that the authorisation of specialised personnel performing services for the Carrier is valid and current. If at any time the Handling Company is unable to provide authorised personnel as requested by the Carrier, the Handling Company shall inform the Carrier immediately.

5.5 The Carrier shall supply the Handling Company with sufficient information and instructions to enable the Handling Company to perform its handling properly.

5.6 In the provision of the services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures in such a manner that delays and damage to the Carrier's Aircraft and Load are avoided and the general public is given the best impression of air transport.

5.7 The Handling Company must report to the Carrier's Representative immediately all loss or damage, threatened or actual, to the Carrier's Aircraft, crew, Passengers and Loads noticed in the course of the handling or which in any other way comes to the knowledge of the Handling Company.

5.8 The Parties shall agree on the quality standards for any service provided, including those covered by Sub-Article 5.1 above. Such quality standards for a specific location may form part of the applicable Annex B. The Handling Company agrees to take all possible steps to ensure that, with regard to contracted services, the agreed upon quality standards will be met.

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- 5.9 The Carrier or a regulatory authority governing the Carrier's operations may, at its own cost, and with reasonable prior notice, audit the designated services in the applicable Annex(es) B. Such notice shall contain a description of the area(s) to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective action(s) required.
- 5.10 In the provision of the services, the Parties agree to comply with any applicable data protection laws.
- 5.11 The Handling Company shall supervise and manage its own activities and/or those subcontracted as agreed within the scope of services specified in Annex(es) B.
- 5.12 The Handling Company shall be able to demonstrate a Safety Management System in use following IATA AHM 610 and/or ICAO, local and international regulations, or other governing rules.
- 5.13 The Handling Company shall promote awareness and strive to achieve best practices in Environmental and Social Responsibility.

#### Article 6 Remuneration

- 6.1 In consideration of the Handling Company providing the services, the Carrier agrees to pay to the Handling Company the charges set out in the respective Annex(es) B, within the terms specified. The Carrier further agrees to pay the proper charges of the Handling Company and to discharge all additional expenditure incurred for providing the services referred to in Sub-Articles 1.4, 1.6, 1.7 and 1.8.
- 6.2 The charges set out in Annex(es) B do not include:
- any charges, fees or taxes imposed or levied by the Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights,
  - expenses incurred in connection with stopover and transfer passengers and with the handling of passengers for interrupted, delayed or cancelled flights.

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Such charges, fees, taxes or other expenses as outlined above shall be borne ultimately by the Carrier.

#### Article 7 Accounting and Payment

- 7.1 The Handling Company shall invoice the Carrier monthly, unless otherwise agreed in Annex(es) B, with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B.
- 7.2 Payment shall be effected through the IATA Clearing House unless otherwise agreed in Annex(es) B.
- 7.3 The Parties shall reach agreement on the payment terms at each location. Such payment terms will form part of the applicable Annex(es) B.

#### Article 8 Liability and Indemnity

In this Article, all references to:

- (a) "the Carrier" or "the Handling Company" shall include their employees, servants, agents and subcontractors;
- (b) "ground support equipment" shall mean all equipment used in the performance of ground handling services included in Annex A, whether fixed or mobile, and
- (c) "act or omission" shall include negligence.

- 8.1 Except as stated in Sub-Articles 8.5 and 8.6, the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
- (a) delay, injury or death of persons carried or to be carried by the Carrier;
  - (b) injury or death of any employee of the Carrier;
  - (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
  - (d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;

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arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

PROVIDED THAT all claims or suits arising hereunder shall be dealt with by the Carrier, and

PROVIDED ALSO THAT the Handling Company shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.

PROVIDED ALSO THAT where any of the services performed by the Handling Company hereunder relate to the carriage by the Carrier of passengers, baggage or cargo, then if the limitations of liability imposed by the Warsaw Convention and/or the Montreal Convention (1999) as applicable and as amended from time to time would have applied if any such act or omission had been committed by the Carrier but are held by a Court not to be applicable to such act or omission committed by the Handling Company in performing this Agreement then upon such decision of the Court the indemnity of the Carrier to the Handling Company hereunder shall be limited to an amount not exceeding the amount for which the Carrier would have been liable if it had committed such act or omission.

## 8.2

The Carrier shall not make any claim against the Handling Company in respect of damage, death, delay, injury or loss to third parties caused by the operation of the Carrier's Aircraft arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

## 8.3

(a) Notwithstanding the provisions of Sub-Article 8.1, in the case of claims arising out of surface transportation which is provided on behalf of the Carrier and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by the Carrier's Contract of Carriage the indemnity shall not exceed the limits specified in the said Contract of Carriage.

(b) In the case of claims arising out of surface transportation which is not provided on behalf of the Carrier and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by the Carrier's Contract of Carriage the waiver and indemnity herein contained shall not apply.

## 8.4

The Handling Company shall not make any claim against the Carrier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

- (a) injury to or death of any employees of the Handling Company, its servants, agents or subcontractors; and
- (b) damage to or loss of property owned or operated by, or on behalf of, the Handling Company and any consequential loss or damage;

arising from an act or omission of the Carrier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

## 8.5

Notwithstanding Sub-Article 8.1(d), the Handling Company shall indemnify the Carrier against any physical loss or or damage to the Carrier's Aircraft caused by the Handling Company's negligent act or omission. Provided always that the Handling Company's liability shall be limited to any such loss or or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall not be indemnified.

For the avoidance of doubt, save as expressly stated, this Sub-Article 8.5 does not affect or prejudice the generality of the provisions of Sub-Article 8.1 including the principle that the Carrier shall not make any claim against the Handling Company and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.

## 8.6.

Furthermore, notwithstanding Sub-Article 8.1.(c), the Handling Company shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Handling

Company in the provision of the services and/or the supply of goods under this Agreement provided always that the Handling Company's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of the claim shall not exceed USD 1,000,000, except that loss or damage in respect of any claim below USD 500 shall not be indemnified. Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Handling Company shall never exceed the liability of the Carrier.

#### **Article 9** **Arbitration**

In the event of any dispute or claim concerning the scope, meaning, construction or effect of this Agreement, the parties shall make all reasonable efforts to resolve disputes amongst themselves. Failing mutual resolution of the dispute, the parties may elect to resolve the dispute through arbitration (either by a single arbitrator or a panel of arbitrators). In the event that the parties fail to agree to an arbitration process, the dispute shall be settled in accordance with the laws of the state or jurisdiction set out in Annex(es) B, by the courts set out in Annex(es) B without regard to principles of conflict of laws.

#### **Article 10** **Stamp Duties, Registration Fees**

- 10.1 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of either Party to this Agreement, are payable by that Party.
- 10.2 All stamp duties and registration fees in connection with this Agreement, which may be prescribed under the national law of the location(s), as mentioned in the Annex(es) B and not being a location situated in the country of either Party to this Agreement will be shared equally between the Parties.

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#### **Article 11** **Duration, Modification and Termination**

- 11.1 This Agreement shall be effective from the date specified in the respective Annex(es) B. It shall supersede any previous arrangements between the Parties governing the provision of services at locations for which there are valid Annex(es) B to this Agreement.
- 11.2 Modification of, or additions to this Agreement shall be recorded in Annex(es) B.
- 11.3 Any notice referred to under this Article 11 given by one Party under this Agreement shall be deemed properly given if sent by registered letter, or by other means where proof of receipt or acknowledgement is obtained, to the respective office of the other Party as recorded in the Annex(es) B. In the case of a registered letter notice shall be considered to be served on the date of receipt.
- 11.4 This Main Agreement shall continue in force until terminated by either Party giving sixty days prior notice to the other Party.
- 11.5 Termination by either Party of any Annex(es) B to this Agreement of all or any part of the services provided at a specific location requires sixty days prior notice to the other Party. In the event of part termination of services, consideration shall be given to an adjustment of charges.
- 11.6 Any Annex(es) B to this Agreement exceeding a defined period of validity, shall continue in effect until terminated by either party providing sixty days prior notice to the other Party.
- 11.7 In the event of either Parties permit(s) or other authorisation(s) to operate in the agreed location(s), wholly or in part, being revoked, cancelled, or suspended, that Party shall notify the other Party without delay. Thereafter either Party may terminate the Agreement or the relevant Annex(es) B at the effective date of such revocation, cancellation or suspension by giving to the other Party notice within twenty-four hours after such event.
- 11.8 Either Party may terminate this Agreement and its Annexes at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of

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bankruptcy or if a petition in bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it, provided the petition is found justified by the appropriate authority, or if a receiver, trustee or liquidator of all or substantially all of its property be appointed or applied for.

11.9 Both Parties shall be exempt from obligation if prompt notification is given by either Party in respect of any failure to perform its obligations under this Agreement arising from any of the following causes:

- labour disputes involving complete or partial stoppage of work or delay in the performance of work
- force majeure or any other cause beyond the control of either Party

11.10 In the event of the Agreement or part thereof being terminated by notice or otherwise, such termination shall be without prejudice to the accrued rights and liabilities of either Party prior to termination.

11.11 The Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however, that the Handling Company has given notice in writing to the Carrier not less than sixty days prior to the revised charges becoming effective. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect.

11.12 Notwithstanding Article 11.11, when changes occur in the schedule, and/or frequencies and/or types of aircraft, other than those set out in Annex(es) B, which affect the handling costs, either Party shall have the right to request an adjustment to the handling charges as from the date of the change provided that the Party informs the other Party within thirty days of the change.

## Article 12 Authorization to Contract

Each party warrants that it has the right to enter into this Agreement and that execution of this Agreement has been signed by authorized representative(s) of each party.

Signed the \_\_\_\_\_ Signed the \_\_\_\_\_  
at \_\_\_\_\_ at \_\_\_\_\_  
for and on behalf of \_\_\_\_\_ for and on behalf of \_\_\_\_\_  
by \_\_\_\_\_ by \_\_\_\_\_

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## ANNEX A – GROUND HANDLING SERVICES

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2.3 Arrival	6.3 Unit Load Device (ULD) Control
2.4 Inter-modal Transportation by Rail, Road or Sea	6.4 Fuel Farm (Depot)
	6.5 Ramp Fuelling/Defuelling Operations
<b>Section 3</b>	6.6 Surface Transport
<b>Ramp Services</b>	6.7 Catering Services – Liaison and Administration
3.1 Baggage Handling	
3.2 Marshalling	<b>Section 7</b>
3.3 Parking	<b>Security</b>
3.4 Ancillary Items	7.1 Passenger and Baggage Screening and Reconciliation
3.5 Ramp to Flight Deck Communication	7.2 Cargo and Post Office Mail
3.6 Loading and Unloading	7.3 Catering
3.7 Safety Measures	7.4 Ramp
3.8 Moving of Aircraft	7.5 Additional Security Services
3.9 Exterior Cleaning	
3.10 Interior Cleaning	<b>Section 8</b>
3.11 Toilet Service	<b>Aircraft Maintenance</b>
3.12 Water Service	8.1 Routine Services
3.13 Cabin Equipment	8.2 Replenishing of Oils and Fluids
3.14 Storage of Cabin Material	8.3 Non-routine Services
3.15 Catering Ramp Handling	8.4 Material Handling
3.16 De-Icing/Anti-Icing Services and Snow/Ice Removal	8.5 Parking and Hangar Space
<b>Section 4</b>	
<b>Load Control and Flight Operations</b>	
4.1 Load Control	
4.2 Communications	
4.3 Flight Operations	
4.4 Crew Administration	



**Annex A – Ground Handling Services**  
to the Standard Ground Handling Agreement

effective from \_\_\_\_\_  
between \_\_\_\_\_  
hereinafter referred to as "the Carrier" or "the Handling Company",  
as the case may be, and:  
hereinafter referred to as "the Handling Company" or "the Carrier",  
as the case may be.  
This Annex A is valid from \_\_\_\_\_  
and replaces \_\_\_\_\_

## Section 1 Management Functions

- 1.1 Representation
  - 1.1.1 (a) Provide  
(b) Arrange for  
1. guarantee  
2. bond  
to facilitate the Carrier's activities.  
Liaise with local authorities.  
1.1.2 Indicate that the Handling Company is acting as handling agent for the Carrier.  
1.1.3 Inform all interested Parties concerning schedules of the Carrier's aircraft.  
1.1.4
- 1.2 Administrative Functions
  - 1.2.1 Establish and maintain local procedures.  
1.2.2 Take action on communications addressed to the Carrier.  
1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas:
    - (a) station administration
    - (b) passenger services
    - (c) ramp services
    - (d) load control
    - (e) flight operations
    - (f) cargo services
    - (g) mail services
    - (h) support services
    - (i) security
    - (j) aircraft maintenance
    - (k) other, as specified in Annex B
  - 1.2.4 Maintain the Carrier's manuals, circulars, and other operational documents connected with the performance of the services.
    - 1.2.5 (a) Check  
(b) Sign  
(c) Forward  
on behalf of the Carrier items including, but not limited to, invoices, supply orders, handling charge notes, work orders.  
1.2.6 Effect payment, on behalf of the Carrier, including but not limited to:
      - (a) airport, customs, police and other charges relating to the services performed.
      - (b) out-of-pocket expenses, accommodation, transport.

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### 1.3 Supervision and/or Co-ordination

- 1.3.1 (a) Supervise services contracted by the Carrier with third party(ies).
- 1.3.1 (b) Co-ordinate Provide Turnaround coordinator (TRC).
- 1.3.2 Ensure that the third party(ies) is/are informed about operational data and Carrier's requirements in a timely manner.
- 1.3.3 Liaise with the Carrier's designated representative.
- 1.3.4 Verify availability and preparedness of personnel, equipment, Loads, documentation of third party(ies).
- 1.3.5 Meet aircraft upon arrival and liaise with crew.
- 1.3.6 Decide on non-routine matters.
- 1.3.7 Verify dispatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

### 1.4 Station Management

- 1.4.1 Provide representative on behalf of the Carrier to act
  - (a) exclusively
  - (b) non-exclusively
- 1.4.2 The Handling Company is authorised to represent the Carrier's interest with regard to resolving governmental and local authorities matters.
- 1.4.3 Attend local airport meetings on behalf of the Carrier
  - (a) Report to the Carrier results/contents of the meetings
  - (b) Act, vote and commit on behalf of the Carrier
- 1.4.4 The Handling Company will be authorised to
  - (a) solicit
  - (b) negotiate
  - (c) commit
 services on behalf of the Carrier, with expenditure/commitment limit to be specified in Annex B
  1. airport lounges
  2. baggage delivery services
  3. janitorial
  4. newspapers delivery
  5. laundry services
  6. porters
  7. other
- 1.4.5 Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.
- 1.4.6 Liaise with local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiated and secured in advance of each seasonal/operational change.
- 1.4.7 Perform and report quality/performance measurements.
- 1.4.8 Handle the contents of Carrier's company mail pouches.

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### Section 2 Passenger Services

- 2.1 General
  - 2.1.1 Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.
  - 2.1.2 Make arrangements for, transfer and transit passengers and their baggage and inform them about services available at the airport.
  - 2.1.3 When requested by the Carrier,
    - (a) Provide special equipment, facilities and specially trained personnel, for assistance to
      1. unaccompanied minors
      2. persons with reduced mobility (PRMs)
      3. VIPs
      4. transit without visa passengers (TWOVVs)
      5. deportees
      6. special medical transport
      7. others, as specified in Annex B
    - (b) Provide
      - (a) Arrange for passenger assistance when flights are interrupted, delayed or cancelled. Such assistance shall include:
        1. meal vouchers
        2. rebooking
        3. transportation
        4. hotel accommodation
        5. personnel
      - (b) Arrange storage of baggage in the bonded store.
  - 2.1.5 Arrange storage of baggage in the bonded store.
  - 2.1.6 (a) Notify the Carrier of complaints and claims made by the Carrier's passengers.
  - (b) Process such claims, as specified in Annex B.
  - 2.1.7 Report to the Carrier any irregularities discovered in passenger and baggage handling.
  - 2.1.8 (a) Provide
    - (b) Arrange for
      1. check-in counter(s)
      2. service counter(s)
      3. transfer counter(s)
      4. lounge facilities

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5. set up of Carrier specific items, such as but not limited to carpets, mobile signage, queuing control stanchions
6. other facilities as specified in Annex B

#### 2.1.9 Perform the following ticketing/sales functions:

- (a) reservations
- (b) issuance of transportation documents
- (c) ancillary services
- (d) e-ticketing
- (e) other as specified in Annex B

### 2.2 Departure

#### 2.2.1 Perform pre-flight editing.

#### 2.2.2 Check and ensure

- (a) that tickets are valid for the flight(s). The check shall not include the fare. At the following locations:

1. check-in area
2. lounge
3. transfer counter
4. gate
5. off airport

#### 2.2.3 (a) other as specified in Annex B

6. Check travel documents for the flight(s) concerned. In the event that the Handling Company does not have access to information that verifies visa validities the Handling Company will not have liability.

The Handling Company shall not be liable for immigration fines in the event of non-bona fide travel documents or other events which are outside of their control.

- (b) Enter passenger and/or travel document information into Carrier's and/or government system.

#### At the following locations:

1. check-in area
2. lounge
3. transfer counter
4. gate
5. off airport

#### 2.2.4 (a) other as specified in Annex B

- (b) Weigh and/or measure checked and/or cabin baggage, Record baggage figures for

1. initial flight.
2. subsequent flight(s).

at the following locations:

- (a) check-in area
- (b) lounge
- (c) transfer counter
- (d) gate
- (e) off-airport

#### 2.2.5 Excess baggage

- (a) Determine excess baggage
- (b) Issue excess baggage ticket
- (c) Collect excess baggage charges
- (d) Detach applicable excess baggage coupons

at the following locations:

1. check-in area
2. lounge
3. transfer counter
4. gate
5. off-airport

#### 2.2.6 Tag

- (a) checked baggage
- (b) cabin baggage for
1. initial flight.
2. subsequent flight(s).

at the following locations:

- (a) check-in area
- (b) lounge
- (c) transfer counter
- (d) gate
- (e) off-airport

#### 2.2.7 Effect conveyance of checked baggage to the baggage sorting area

at the following locations:

- (a) check-in area
- (b) lounge
- (c) transfer counter
- (d) gate
- (e) other as specified in Annex B

#### 2.2.8 Effect conveyance of Out of Gauge (OOG) checked baggage to the baggage sorting area at the following locations:

- (a) check-in area
- (b) lounge

- (c) transfer counter  
(d) gate  
(e) other as specified in Annex B
- 2.2.9 Collect airport and/or any other service charges from departing passengers at the following locations:  
(a) check-in area  
(b) lounge  
(c) transfer counter  
(d) gate  
(e) other as specified in Annex B
- 2.2.10 (a) Carry out the Carrier's seat allocation or selection system  
(b) Issue boarding pass(es)  
(c) Detach applicable flight coupons for  
1. initial flight.  
2. subsequent flight(s).  
at the following locations:  
(a) check-in area  
(b) lounge  
(c) transfer counter  
(d) gate  
(e) off airport  
(f) other as specified in Annex B
- 2.2.11 Handle  
(a) Denied Boarding process  
(b) Denied Boarding Compensation  
at the following locations:  
1. check-in area  
2. lounge  
3. transfer counter  
4. gate  
5. other as specified in Annex B
- 2.2.12 Direct passengers  
(a) through controls to departure gate  
(b) to connecting transport to the airport, in case of off airport services.
- 2.2.13 Handle upgrade/downgrade functions  
at the following locations:  
(a) check-in area  
(b) lounge  
(c) transfer counter  
(d) gate  
(e) other as specified in Annex B

- 2.2.14 Handle standby list at the following locations:  
(a) check-in area  
(b) lounge  
(c) transfer counter  
(d) gate  
(e) other as specified in Annex B
- 2.2.15 At the gate perform  
(a) verification of cabin baggage  
(b) boarding process  
(c) reconciliation of passenger numbers with aircraft documents prior to departure  
(d) other gate functions as specified in Annex B  
(a) Collect  
(b) Reconcile  
(c) Handle and forward to Carrier transportation documents (flight coupons, or other flight related documents) uplifted from departing passengers.
- 2.2.17 Perform post-flight editing.
- 2.3 Arrival  
2.3.1 (a) Perform  
(b) Arrange for opening/closing aircraft passenger doors
- 2.3.2 Direct passengers  
(a) from aircraft through controls  
(b) arriving from the airport, in case of off airport services.
- 2.3.3 (a) Provide  
(b) Arrange for  
1. transfer counter  
2. connection services  
3. baggage recheck
- 2.3.4 Handle lost, found and damaged property matters.  
(a) Provide  
(b) Arrange for  
1. acceptance of baggage irregularity reports  
2. entering of data into baggage tracing system  
3. maintaining baggage tracing system files for period specified in Annex B  
4. making payments for incidental expenses  
5. delivery of delayed baggage to passengers  
6. handling of communications with passengers  
7. repair or replacement of damaged baggage

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- 2.4 Inter-modal Transportation by Rail, Road or Sea**
- 2.4.1** Carry out passenger and baggage handling as described in Sub-Sections 2.1, 2.2 and 2.3, as stipulated in Annex B, substituting "rail, road or sea transportation" for "aircraft", and "flight(s)", and "terminal" for "airport".
- 2.4.2** Direct departing passengers to connecting transport.
- 2.4.3** Load baggage on connecting transport, as directed by the rail, road or sea transport operator.
- 2.4.4** Handle arriving passengers and baggage from the rail, road or sea transport operator.
- 2.4.5** Direct arriving passengers through controls to the Carrier's flight departure services.
- 2.4.6** Offload baggage from connecting transport, as directed by the rail, road or sea transport operator and transfer it to the Carrier's airport services.

### Section 3 Ramp Services

- 3.1 Baggage Handling**
- 3.1.1** Handle baggage in
1. baggage sorting area
  2. other location(s) as specified in Annex B.
- 3.1.2** Prepare for delivery onto flights
- (a) bulk baggage
  - (b) ULDs
  - (c) baggage accepted at a location as specified in Annex B. Establish the number and/or weight of
- 3.1.3**
- (a) bulk baggage
  - (b) built-up ULDs
- and provide the load control unit with the information.
- 3.1.4** Offload
- (a) bulk baggage
  - (b) ULDs
- 3.1.5** Prioritise baggage delivery to claim area.
- 3.1.6** Deliver to claim area
- (a) baggage
  - (b) Out of Gauge (OGG)
- 3.1.7** Transfer baggage
- (a) Provide
  - (b) Arrange for
1. Sortation of transfer baggage.
  2. Storage of transfer baggage prior to dispatch (storage time limits to be specified in Annex B).
  3. Transport of transfer baggage to the sorting area of the receiving carrier.
- 3.1.8** Handle crew baggage.
- 3.2** Marshalling
- 3.2.1**
- (a) Provide
  - (b) Arrange for
- marshalling at arrival and/or departure.
- 3.2.2** Operate automated guidance systems.
- 3.3** Parking
- 3.3.1**
- (a) Provide
  - (b) Position and/or remove wheelchocks.
- 3.3.2**
- (a) Provide
  - (b) Position and/or remove

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1. landing gear locks
2. engine blanking covers
3. pitot covers
4. surface control locks
5. tailstands and/or aircraft tethering
6. safety cones
7. other items as specified in Annex B

### 3.4 Ancillary Items

- 3.4.1 (a) Provide
- (b) Arrange for
- (c) Operate
1. ground power unit
2. fixed ground power
3. cooling unit
4. heating unit
5. air start unit

### 3.5 Ramp to Flight Deck Communication

- 3.5.1 Provide headsets.
- 3.5.2 Perform ramp to flight deck communication
  - (a) during push-back
  - (b) during tow-in
  - (c) during engine starting
  - (d) for other purposes

### 3.6 Loading and Unloading

- 3.6.1 (a) Provide
- (b) Arrange for
- (c) Operate
1. passenger steps
2. flight deck steps
3. loading bridges
- 3.6.2 (a) Provide
- (b) Arrange for
1. passenger
2. crew
- transport between aircraft and airport terminal(s).
- 3.6.3 (a) Provide
- (b) Arrange for
- (c) Operate
- equipment for loading and/or unloading.

- 3.6.4 (a) Provide
- (b) Arrange for delivery and pick-up of
1. baggage
2. mobility devices
- at aircraft doors or other agreed points
- 3.6.5 (a) Provide
- (b) Arrange for assembly and transport of
1. baggage
2. general cargo
3. special shipments
4. mail
5. documents
6. company mail between agreed points on the airport
- 3.6.6 (a) Unload aircraft, returning lashing materials to the Carrier.
- (b) Load and secure Loads in the aircraft.
- (c) Redistribute Loads in aircraft.
- (d) Operate in-plane loading system.
- (e) Report final load distribution to the Load Control unit.
- 3.6.7 Open, close and secure aircraft hold doors:
  - (a) aircraft lower deck
  - (b) aircraft main deck
- 3.6.8 (a) Provide
- (b) Arrange for ballast.
- 3.6.9 (a) Provide
- (b) Arrange for safeguarding of all Loads requiring special handling during
1. loading/unloading
2. transport between aircraft and designated point on the airport.
- 3.7 Safety Measures
- 3.7.1 (a) Provide
1. portable fire extinguisher on motorized/self-propelled ramp equipment
2. ramp fire extinguisher, if not provided by airport authority
- (b) Arrange for
1. attendance of airport fire services at aircraft

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- 3.7.2 Perform visual external safety/ground damage inspection of  
(a) doors and panels and immediate surroundings  
(b) other inspection items as specified in Annex B

1. immediately upon arrival
2. immediately prior departure

and communicate the results to flight crew or Carrier's representative.

- 3.7.3 Check that all doors and access panels are properly closed and locked.

### 3.8 Moving of Aircraft

- 3.8.1 (a) Provide

- (b) Arrange for

1. Tow-in and/or push-back of aircraft

2. Towing of aircraft between other points

3. Cockpit brake operator in connection with towing

4. Wing-walker(s)

- 3.8.2 (a) Towbar to be provided by the Carrier.

(b) Towbar to be provided by the Handling Company.

(c) Store and maintain towbar(s) provided by the Carrier.

### 3.9 Exterior Cleaning

- 3.9.1 Perform cleaning in accordance with Carriers written instructions of

- (a) flight deck windows

(b) cabin windows

(c) aircraft integral steps

(d) slats and leading edges

(e) wings

1. upper surface

2. lower surface

(f) flaps (extended)

1. upper surface

2. lower surface

(g) ailerons

1. upper surface

2. lower surface

(h) engine nacelles and pylons

(i) fuselage

1. upper surface

2. lower surface

(j) horizontal stabiliser

- (k) vertical stabiliser  
(l) landing gear  
(m) wheel well

### 3.10 Interior Cleaning

#### 3.10.1 Clean

- (a) flight deck, if specified, under the control of a person authorised by the Carrier

(b) passenger and crew compartments (other than flight deck)

1. empty ash trays

2. dispose of litter

3. clear waste from overhead stowage

4. wipe tables

5. seats, seat back pockets and passenger service units

6. floors

7. empty refuse bins

8. surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds) and toilets (wash basins, bowls, seats, mirrors and surrounds)

9. remove, as necessary, any contamination caused by

10. airsickness, spilled food or drink and offensive stains

11. telephones, screens and other equipment

inside windows.

#### 3.10.2 Remove and dispose of

(a) litter/waste

(b) food and food-related material (galley waste).

#### 3.10.3 Perform cabin dressing

(a) Blankets/duvets (fold/place in designated locations)

(b) Arrange seat belts

(c) Make up berths including crew

(d) Replace head rests

(e) Replace pillow covers

(f) Restock toilet items

(g) Replace/restock seat back pocket items

(h) Other cabin items as specified in Annex B.

1. Materials provided by the Carrier.

2. Materials provided by the Handling Company.

#### 3.10.4 (a) Disinfect

(b) Deodorize aircraft with

1. materials provided by Carrier

2. materials provided by Handling Company.

- 3.10.5 (a) Provide  
(b) Arrange for laundering of  
1. cabin items (blankets/duvets/pillow cases)  
2. linen.
- 3.10.6 Clean  
(a) cargo compartments  
(b) ULDs.
- 3.11 Toilet Service  
3.11.1 (a) Provide  
(b) Arrange for  
1. servicing (empty, clean, flush and replenish fluids)  
2. triurator/disposal service.
- 3.12 Water Service  
3.12.1 (a) Provide  
(b) Arrange for  
1. Draining tanks  
2. Replenish tanks (water standard as specified in Annex B)  
3. Water quality tests.
- 3.13 Cabin Equipment  
3.13.1 Rearrange cabin by  
(a) removing  
(b) installing  
(c) repositioning  
cabin equipment, for example, seats and cabin divider(s)
- 3.14 Storage of Cabin Material  
3.14.1 (a) Provide  
(b) Arrange for  
storage space for the Carrier's cabin material.  
3.14.2 Take inventory.  
3.14.3 (a) Provide  
(b) Arrange for replenishment of stocks.
- 3.15 Catering Ramp Handling  
3.15.1 Unload/load and stow catering supplies from/on aircraft.  
3.15.2 Transfer catering supplies on aircraft.  
(a) between lower holds and galleys and vice versa  
(b) between galleys.  
3.15.3 Transport catering supplies between aircraft and designated points.



## Section 4

### Load Control and Flight Operations

#### 4.1 Load Control

- 4.1.1 Deliver load control related documents between aircraft and airport buildings and vice versa.
- 4.1.2 (a) Process documents and information, including but not limited to, loading instructions, load and trim sheets, Captain's load information and manifests where:
  1. Load Control is performed by the Handling Company
  2. Handling Company is performing inputs/updates when Load Control is performed by the Carrier or third party

#### 4.2 Communications

- 4.2.1 Inform all interested Parties concerning movements of the Carrier's aircraft.
- 4.2.2 (a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier's originator code or double signature procedure
  - (b) Inform the Carrier's representative of the contents of such messages
- 4.2.3 (a) Provide means of communication between the ground station and the Carrier's aircraft.
- (b) Operate

#### 4.3 Flight Operations

- 4.3.1 Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.
- 4.3.2 (a) Provide meteorological documentation and aeronautical information
  - (b) Arrange for
- 4.3.3 1. at the airport location as defined in Annex B
  2. at different airport location(s).
- (a) Provide delivery of flight operations related documentation to the aircraft and obtain signature of the pilot-in-command, where applicable
- (b) Arrange for

1. at the airport location as defined in Annex B
  2. at different airport location(s)
- (a) Analyse the operational conditions and prepare
  - (b) request
  - (c) sign
- make available the operational flight plan according to the instructions and data provided by the Carrier
1. at the airport location as defined in Annex B
  2. at different airport location(s)
  3. en-route.
- 4.3.5 (a) Prepare
  - (b) Request
  - (c) Sign
  - (d) File
- the Air Traffic Services ("ATS") Flight Plan
1. at the airport location as defined in Annex B
  2. at different airport location(s)
- 4.3.6 (a) Request
  - (b) Manage
- the Carrier's slot time allocation with the ATS
1. at the airport location as defined in Annex B
  2. at different airport location(s).
- 4.3.7 Provide the crew with a briefing.
  - 4.3.8 (a) Prepare
  - (b) Sign
  - (c) Deliver
1. the fuel order
  2. the fuel distribution form.
- 4.3.9 Provide ground handling party(ies) with weight and fuel data.
  - 4.3.10 Obtain a debriefing from incoming crews, distributing reports or completed forms to offices concerned.
- 4.4 Crew Administration
  - 4.4.1 Distribute crew schedule information provided by the Carrier to all parties concerned.
  - 4.4.2 Arrange hotel accommodation for crew layover
    - (a) scheduled
    - (b) non-scheduled.
  - 4.4.3 (a) Provide
  - (b) Arrange for
- crew transportation to/from off airport locations.
- 4.4.4 Direct crews through airport facilities.

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- 4.4.5 Liaise with  
 (a) crew layover hotel(s)  
 (b) crew transportation company on crew call and pick-up timings.
- 4.4.6 (a) Prepare crew allowance forms.
- 4.4.7 (b) Pay crew allowances.  
 Inform the Carrier's representative of any crew indisposition or potential absence.

## Section 5 Cargo and Mail Warehouse Services

- 5.1 Cargo and Mail Handling – General
- 5.1.1 (a) Provide  
 (b) Arrange for  
 1. warehouse and storage facility(ies)  
 2. warehouse handling equipment  
 3. warehouse handling services  
 4. General cargo  
 5. Special shipments  
 6. Specialised cargo products  
 7. Post office mail  
 8. Diplomatic mail  
 9. Diplomatic cargo  
 10. Company cargo/material.
- 5.1.2 (a) Issue  
 (b) Obtain  
 (c) Make available to Carrier  
 receipt upon delivery of cargo.
- 5.1.3 Take action to  
 (a) prevent theft or damage to the Carrier's cargo and mail in custody of the Handling Company  
 (b) prevent theft or unauthorised use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.
- 5.2 Customs Control
- 5.2.1 (a) Prepare Customs documentation.  
 (b) Obtain Customs clearance.  
 (c) Place cargo under Customs control.  
 (d) Present to Customs cargo for physical examination for  
 1. inbound cargo  
 2. outbound cargo  
 3. transfer cargo.
- 5.3 Documentation Handling
- 5.3.1 (a) Prepare airwaybill  
 (b) Check all documentation to ensure shipment may be carried. The check shall not include the rates charged.

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- (c) Check security status for the shipment(s) concerned and take action as per Carrier's instructions.
- (d) Obtain capacity/booking information for the Carrier's flights.
- (e) Split airwaybill. Forward copies of manifests and air waybills to the Carrier.
- (f) Prepare cargo manifest(s).
- (g) Provide the load control unit with Special Load Notification.
- (h) Return copy of airwaybill to shipper, endorsed with flight details.
- (i) Check and/or enter data into Carrier's and/or government/customs system, as specified in Annex B
- 5.3.2 (a) Notify consignee or agent of arrival of shipments.
- (b) Make cargo documents available to consignee or agent.
- 5.3.3 (a) Provide
- (b) Arrange for collection of "Charges Collect" as shown on the air waybill
1. collection of other charges and fees as shown on the air waybill
2. credit to consignees or agents.
3. Provide
- 5.3.4 (a) Arrange for delivery of Cargo/Mail related documentation from/to agreed points and the aircraft.
- 5.4 **Physical Handling Outbound/Inbound**
- 5.4.1 (a) Accept cargo, ensuring that
- (a) machine-readable cargo labels are affixed and processed
- (b) manual labels are affixed and processed
- (c) shipments are "ready for carriage"
- (d) the weight and volume and number of pieces of the shipments are checked
- (e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.
- 5.4.2 Tally and assemble cargo for dispatch.
- 5.4.3 Prepare
- (a) bulk cargo
- (b) ULDs
- using
- (c) build up materials provided by Carrier
- (d) build up materials provided by Handling Company and establish

1. gross weight
2. volume
3. ULD contour
- and provide the load control unit with the information.
- Perform acceptance check on pre-built ULDs and establish, if accepted
- 5.4.4 (a) gross weight
- (b) volume
- (c) ULD contour
- and provide the load control unit with the information.
- 5.4.5 (a) Load outbound cargo on vehicles.
- (b) Assemble cargo for delivery to the aircraft.
- 5.4.6 1. Offload bulk cargo from vehicles.
2. Break down ULDs.
3. Check incoming cargo against air waybills and manifests.
4. Release cargo to the consignee or agent.
- 5.4.7 Truck service loading/off-loading
- (a) Check seals are intact on inbound trucks
- (b) Offload truck prior to acceptance into warehouse
- (c) Load truck after formal release from warehouse
- (d) Place seals
- Truck operated by/or on behalf of the Carrier.
- 5.5 **Transfer/Transit Cargo**
- 5.5.1 Identify transfer/transit cargo.
- 5.5.2 Prepare transfer manifests for cargo to be transported by another carrier.
- 5.5.3 (a) Provide
- (b) Arrange for transport to the receiving carrier's warehouse
1. on airport
2. off airport.
- 5.5.4 Accept/prepare
- (a) transfer cargo
- (b) transit cargo for onward carriage.
- 5.6 **Post Office Mail**
- 5.6.1 Check
- (a) incoming
- (b) outgoing
- mail against Post Office mail documents.
- 5.6.2 In case of missing documentation, issue substitutes.
- 5.6.3 Transport mail from
- (a) cargo warehouse to postal facility

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- (b) postal facility to cargo warehouse.
- 1. on airport
- 2. off airport
- together with documents, against receipt from postal authorities.
- 5.6.4 Handle and check transfer mail against accompanying mail documents.
- 5.6.5 Prepare
  - (a) bulk mail
  - (b) ULDs
  - and establish (a) gross weight (b) volume
  - (c) ULD contour
  - and provide the load control unit with the information.
- 5.6.6 Distribute incoming and/or outgoing post office mail documents.

## Section 6 Support Services

- 6.1 Accommodation
  - 6.1.1 Provide the Carrier with
    - (a) office space
    - (b) storage space
    - (c) other facilities, as specified in Annex B.
- 6.2 Automation/Computer Systems
  - 6.2.1 (a) Provide  
(b) Arrange for  
(c) Operate  
computer hardware and other equipment (as specified in Annex B) to enable access to
    - 1. Carrier's system
    - 2. Handling Company's system
    - 3. other system.
  - 6.2.2 Perform the following functions in
    - (a) Carrier's system
    - (b) Handling Company's system
    - (c) other system for
      - 1. Training.
      - 2. Passenger reservations and sales
      - 3. Passenger service
      - 4. Baggage reconciliation.
      - 5. Baggage tracing.
      - 6. Operations, load control.
      - 7. Cargo reservations and sales
      - 8. Cargo handling
      - 9. Post office mail handling
      - 10. Maintenance reporting
      - 11. Other functions.
  - 6.2.3 Manage Automated Self Check-in device(s) and
    - (a) Provide
    - (b) Arrange for
      - 1. Stock control
      - 2. Stock replenishment
      - 3. Hosting
      - 4. Routine maintenance
      - 5. Servicing and repair
      - 6. Other, as specified in Annex B.

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**6.3 Unit Load Device (ULD) Control**

- 6.3.1 (a) Provide  
(b) Arrange for storage space for
1. passenger ULDs
  2. cargo ULDs
  3. post office mail ULDs
  4. other ULDs.
- 6.3.2 Take action to prevent damage, theft or unauthorised use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss.
- 6.3.3 (a) Take physical inventory of ULD stock and maintain records.  
(b) Compile and dispatch ULD control messages.
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies. Handle lost, found and damaged ULDs and notify the Carrier of such irregularities.
- 6.3.5

**6.4 Fuel Farm (Depot)**

- 6.4.1 Liaise with fuel farm suppliers.
- 6.4.2 (a) Inspect the Carrier's fuel farm product deliveries for contamination, prior to storage. Notify the Carrier of results.  
(b) Inspect fuel farm storage and/or appliances. Notify the Carrier of results.

**6.5 Ramp Fuelling/Defuelling Operations**

- 6.5.1 Liaise with ramp fuel suppliers.
- 6.5.2 Inspect fuel vehicles and/or appliances for contamination. Perform water detection checks.
- 6.5.3 Supervise fuelling/defuelling operations.
- 6.5.4 Prepare aircraft for fuelling/defuelling.
- 6.5.5 Drain water from aircraft fuel tanks.
- 6.5.6 (a) Provide  
(b) Arrange for approved fuelling/defueling equipment.
- 6.5.7 Fuel/defuel aircraft with quantities of products requested by the Carrier's designated representative.
- 6.5.8 Check and verify the delivered fuel quantity.
- 6.5.9 Deliver the completed fuel order to the Carrier's designated representative.

**6.6 Surface Transport**

- 6.6.1 (a) Provide  
(b) Arrange for the transport of
1. passengers
  2. baggage
  3. cargo
  4. post office mail
  5. empty ULDs
  6. other between
- (i) airport and town terminal  
(ii) airport and other agreed points  
(iii) separate terminals at the same airport.

**6.7 Catering Services – Liaison and Administration**

- 6.7.1 Liaise with the Carrier's catering supplier.
- 6.7.2 Handle requisitions made by the Carrier's authorised representative.

## Section 7 Security

### 7.1 Passenger and Baggage Screening and Reconciliation

- 7.1.1** (a) Provide
- (b) Arrange for
1. matching of passengers against established data
  2. security questioning.
- 7.1.2** (a) Provide
- (b) Arrange for
1. screening of checked baggage
  2. screening of transfer baggage
  3. screening of mishandled baggage
  4. physical examination of checked, transfer and mishandled baggage
  5. identification of security cleared baggage.
- 7.1.3** (a) Provide
- (b) Arrange for
1. screening of passengers
  2. screening of cabin/unchecked baggage
  3. physical examination of passengers and cabin/unchecked baggage.
- 7.1.4** (a) Provide
- (b) Arrange for
1. identification of passengers prior to boarding
  2. reconciliation of boarded passengers with their baggage
  3. positive baggage identification by passengers
  4. offloading of baggage for passengers who fail to board the aircraft.

### 7.2 Cargo and Post Office Mail

- 7.2.1** (a) Provide
- (b) Arrange for
1. control of access to the cargo facilities
  2. screening of cargo and/or mail
  3. physical examination of cargo
  4. holding of cargo and/or mail for variable periods
  5. secure storage of cargo and/or mail
  6. decompression/pressure chamber.

### 7.3 Catering

- 7.3.1** (a) Provide
- (b) Arrange for

1. control of access to the catering unit
2. security supervision during food preparation
3. security check of catering uplifts
4. sealing of food and/or bar trolleys/containers
5. physical examination of catering vehicles prior to loading.
6. sealing of catering vehicles.

### 7.4 Ramp

- 7.4.1** (a) Provide
- (b) Arrange for
- control of access to
1. aircraft.
  2. designated areas.
- 7.4.2** (a) Provide
- (b) Arrange for
1. searching of
  2. guarding of
  3. sealing of
  - (i) aircraft
  - (ii) designated areas
  - (iii) baggage in the baggage make-up area.
- 7.4.3** (a) Provide
- (b) Arrange for security personnel
1. to safeguard all Loads during the transport between aircraft and designated locations
  2. during offloading and loading of aircraft.

### 7.5 Additional Security Services

- 7.5.1** (a) Provide
- (b) Arrange for
- additional security services.

## Section 8

### Aircraft Maintenance

- 8.1 Routine Services**
- 8.1.1 Maintain the Carrier's technical manuals, handbooks, catalogues, and other operational documents connected with performance of the services as specified in Annex B.
- 8.1.2 Perform line inspection in accordance with Carrier's current instructions.
- 8.1.3 Enter in the aircraft log(s) and sign for the performance of line inspection.
- 8.1.4 Enter remarks in aircraft log(s) regarding defects observed during the inspection.
- 8.1.5 Provide personnel to assist the flight crew or ground staff in the performance of their tasks.

### 8.2 Replenishing of Oils and Fluids

- 8.2.1 (a) Perform.
- 8.2.1 (b) Supervise replenishing operations.
- 8.2.2 (a) Provide
- 8.2.2 (b) Arrange for
- 8.2.3 Operate replenishing equipment.
- 8.2.3 Wipe excess oil from engine nacelles.
- 8.2.4 Engine Oil to be provided by the Carrier.
- 8.2.5 Engine Oil to be provided by the Handling Company.
- 8.2.6 Hydraulic fluid to be provided by the Carrier.
- 8.2.7 Hydraulic fluid to be provided by the Handling Company.

### 8.3 Non-routine Services

- 8.3.1 Rectify defects entered in the aircraft log as reported by the crew or revealed during the inspection, to the extent requested by the Carrier. However, major repairs must be separately agreed upon between the Parties.
- 8.3.2 Enter in aircraft log(s) and sign for the action taken.
- 8.3.3 Report technical irregularities and actions taken to the Carrier's maintenance base.
- 8.3.4 (a) Provide
- 8.3.4 (b) Arrange for
- 8.3.4 maintenance facilities, tools and special equipment to the extent available.
- 8.3.5 Move aircraft under its own power.

- 8.4 Material Handling**
- 8.4.1 (a) Obtain Customs clearance for
- 8.4.1 (b) Administer
- 8.4.2 the Carrier's spare parts and/or equipment.
- 8.4.2 Provide periodic inspection of the Carrier's spare parts and/or equipment.
- 8.4.3 Provide storage space for the Carrier's spare parts and/or equipment.
- 8.5 Parking and Hangar Space**
- 8.5.1 (a) Provide
- 8.5.1 (b) Arrange for
- 8.5.1 1. parking space
- 8.5.1 2. hangar space.

Kutlwano Phatudi - Re : Invoice for Valotech Facilities Management

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**From:** David Kalisilira <David@jdk.tax>  
**To:** KPhatudi@nwpg.gov.za  
**Date:** 6/20/2016 9:50 AM  
**Subject:** Re : Invoice for Valotech Facilities Management  
**Attachments:** NWCST invoice 13.06.16.pdf

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Dear Kutluano,

Please find attached invoice for Valotech.

Feel free to contact me for any queries.

Warm Regards

David Kalisilira (MTP) (SA)

JDK & Partners |

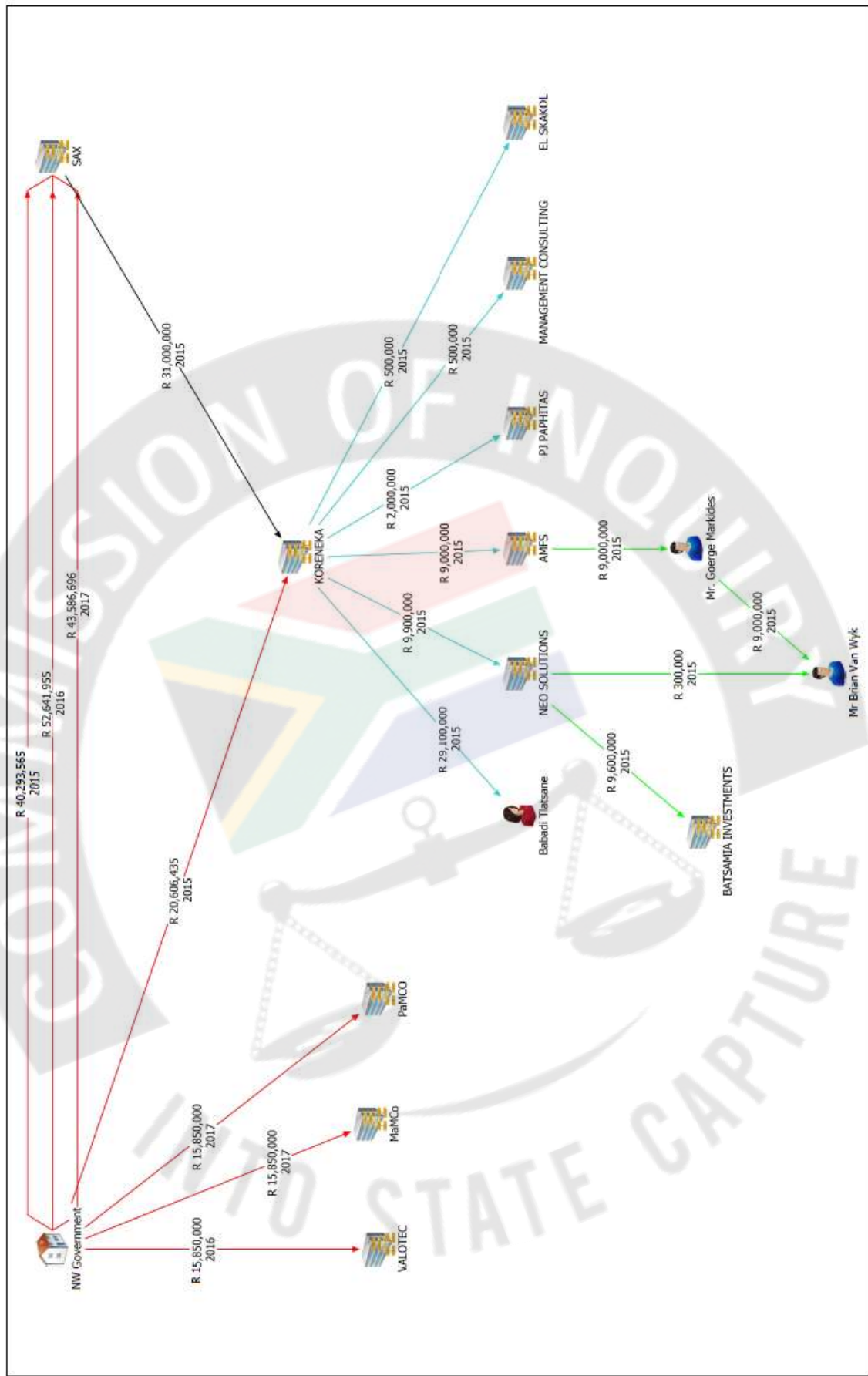
The Avenues North, 6 Mellis road, Rivonia |

Office: &#43;27 (11) 042 8945 | Cell: 083 411 7661





Title: NW Government Flow of Funds V5







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