



ADDENDUM

IN TERMS OF S 116 (3) IN RESPECT OF CONTRACT NO. [REDACTED]

(hereinafter referred to as the "**Contract**")

Concluded between

[REDACTED]

Represented herein by

[REDACTED]

In his capacity as

[REDACTED]

Being duly authorised thereto by way of sub-delegated authority

(hereinafter referred to as the "**City**")

and

[REDACTED]

[REDACTED]

Duly represented herein by

[REDACTED]

They warranting that they are duly authorised by resolution of the aforementioned corporation to enter into this addendum and to bind the aforementioned corporation accordingly

(hereinafter referred to as the "**Contractor**")

1. PREAMBLE

- 1.1. **WHEREAS** on [REDACTED] in terms of [REDACTED] the City Manager granted the approval for the appointment of the Contractor, for provision of the [REDACTED] public transport service, from date of approval by the City Manager, which came into effect on [REDACTED] until termination on [REDACTED].
- 1.2. **AND WHEREAS** [REDACTED] was awarded the contract for provision of the [REDACTED] public transport service for a period commencing from [REDACTED] and terminating on [REDACTED] (the 'Contract').
- 1.3. **AND WHEREAS** on [REDACTED] the City's Bid Adjudication Committee resolved to amend the contract period in accordance with resolution [REDACTED] on the same terms and conditions, from [REDACTED] until [REDACTED] and thereafter on month-to-month basis until [REDACTED].
- 1.4. **AND WHEREAS** the purpose of this Addendum is to amend the contractual provisions to allow for the inclusion of Additional Vehicles.
- 1.5. **AND WHEREAS** the Parties wish to amend the Contract accordingly and record same by means of this Addendum and wish to record the terms and conditions of that amendment in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. INTERPRETATION AND DEFINITIONS

- 2.1. Words and phrases defined in the Contract or in the annexures to the Contract will bear the same meanings herein;
- 2.2. The headings in this Addendum are inserted for reference purpose only and shall in no way govern or effect the interpretation of this Addendum nor modify or amplify the terms of this Addendum or any clause hereof.
- 2.3. Unless the context otherwise requires, reference to the singular shall include a reference to the plural, and vice versa, reference to any gender shall include a reference to all other genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- 2.4. Any reference to "the Parties" or "a Party" will mean a reference to the City, the Contractor or both, depending on the context.
- 2.5. Any reference to "days" shall mean business days, meaning any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 2.6. Unless inconsistent with the context, the expressions set forth in this Addendum shall bear the following meanings:

2.6.1	"the Contract"	means the Contract [REDACTED] Vehicle Operator Agreement for [REDACTED] concluded and entered into between parties, as per paragraph 1.2.
2.6.2	"Addendum"	means this addendum to the Contract entered into between the City and the Contractor.

3. CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT

- 3.1. This Addendum must be read together with the clauses, terms, specifications agreed to by the parties in the Contract. Should there be any conflict between any clauses, term

and/or specification of the Addendum and the Contract, the clause, term, specification or condition of the Addendum shall take precedence.

4. CONTRACT AMENDMENT FOR ADDITIONAL VEHICLES

4.1. The Parties agree and record herein that the Contract be amended as follows:

4.2. Add the following to clause 11:

11.5 Provision of Additional Vehicles by the Operator

11.5.1 If, pursuant to consultation with the Operator, the City deems it necessary to increase the Fleet for the proper performance of the Services, the City may issue a written request to the Operator to supply a [REDACTED] [REDACTED] which shall be made available for use in the provision of the Services by a specified date as the City may reasonably determine and record in the relevant Service Notice.

11.5.2 The Operator shall retain ownership of all Additional Vehicles supplied in terms of this clause 11.5. For the duration of this Agreement, the Operator shall make such Additional Vehicles available to the City exclusively for the provision of the Service and such vehicles shall be deemed "Vehicles" for the purposes of this Agreement, provided that the provisions of this Agreement relating to City-owned Vehicles shall apply mutatis mutandis only to the extent agreed in writing by the Parties or as expressly set out in this clause 11.5.

11.5.3 The kilometre-related rate and vehicle related rate applicable to such Additional Vehicles shall be as specified in the relevant Service Notice and as provided in Table A1 of Annex A: Contract Specific Clauses.

11.5.4 The Operator shall be required to apply MyCiTi Branding to such additional vehicles at its own cost. Additionally, should the City be required to install and similarly uninstall, the fare validation equipment on the Additional Vehicles, this will be at the City's cost. The City shall retain full ownership of the noted fare validation equipment.

4.3. Add the following to clause 60:

60.5 The Operator shall effect and maintain full comprehensive vehicle insurance in respect of the supply of additional vehicles. The Operator shall be liable for and pay all premiums in respect of such insurance. The Operator shall further be responsible for the payment of any excess due directly in respect of an insurance claim made by the Operator pursuant to such a vehicle being damaged or stolen and the City shall have no liability in respect thereof.

5. LIMITATION OF THE CITY'S LIABILITY AND INDEMNITY, REGARDING THIS ADDENDUM

5.1. Without detracting from, and in addition to, any of the other indemnities in this Addendum, the Contractor shall be solely liable for and hereby indemnifies and holds the City harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with or arising from the amendment of the Contract in terms of this Addendum.

5.2. The Contractor and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the City for any loss, damage, injury, loss of profit or death which any of them may directly or indirectly suffer in connection with or arising from the amendment of the Contract in terms of this Addendum. The Contractor also hereby waives any such claim it may have.

5.3. Each Party must use all reasonable endeavours to mitigate its loss, damages and expenses arising under and in connection with a breach of this Contract in terms of this Addendum,

or in delict (including negligence), or for any other common law or statutory cause of action arising under or in connection this Addendum.

6. PROTECTION OF PERSONAL INFORMATION

- 6.1. The Contractor acknowledges that, for the purposes of this Addendum, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which the City is responsible for in terms of the Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 6.2. The Contractor agrees that they will at all times comply with POPIA and City's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this addendum in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of this addendum.
- 6.3. The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the addendum.
- 6.4. The Contractor agrees that it shall notify the City immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 6.5. Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the City.
- 6.6. The Contractor hereby indemnifies and holds the City harmless against all claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 6.7. The Contractor agrees that the City may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard.

7. WHOLE AGREEMENT, WAIVER AND VARIATION

- 7.1. This Addendum embodies the whole Addendum between the Parties. No other Addendum, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Contractor and the City, or their duly appointed representatives. There has been no representation, which forms part of this Addendum, which has not been included herein.
- 7.2. Any relaxation, indulgence or waiver which the City may grant to the Contractor or any condonation by the City of any breach of the terms of this Addendum will not become binding on the City. The City will at all times be entitled to claim due and prompt performance by the Contractor of all of the Contractor's obligations in terms of this Addendum.
- 7.3. No variation of the terms of this Addendum will be of any force or effect unless reduced to writing and signed by the Contractor and the City, or their duly appointed representatives.

8. COSTS

- 8.1. Each Party will bear and pay its own legal costs, expenses of, and incidental to the negotiation, drafting, preparation and implementation of this Addendum.

9. SIGNATURE

- 9.1. This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute the same Addendum as at the date of signature of the Party last signing one of the counterparts.
- 9.2. The Parties record that it is not required this Addendum to be valid and enforceable that a Party have its signature of this Addendum verified by a witness.

DONE AND SIGNED AT _____ ON _____ 2026

THE CONTRACTOR

Represented by _____
in his capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CONTRACTOR

Represented by _____
in his capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CONTRACTOR

Represented by _____
in his capacity as **Director**

WITNESS

DONE AND SIGNED AT _____ ON _____ 2026

THE CITY OF CAPE TOWN

Represented by _____
in his capacity as _____

WITNESS