



# **SERVICE LEVEL AGREEMENT**

Entered into and between

**SOUTH COAST TOURISM & INVESTMENT ENTERPRISE**

**(Herein referred to as SCTIE)**

(Reg No: 2016/158371/30)

And

**TMSA & OJC 052019**

**Joint Venture between Titanium Media South Africa (PTY) Ltd and Olivia Jones  
Communications**

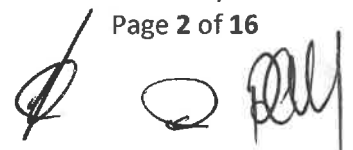
**(Herein referred to as TMSA & OJC 052019)**

(Titanium Media SA Reg No: 2018/430724/07)

(Olivia Jones Communications [Sole Proprietor] ID No: 7807190197088)

## 1. Definitions

- 1.1. In this agreement, unless consistent with or otherwise indicated by the context –
- 1.2. **“The/this agreement”** means the agreement as set out herein, together with all the appendices hereto;
- 1.3. **“Commencement date”** means 03 October 2022, notwithstanding the signature date,
- 1.4. **“Termination date” shall mean** 30 September 2025 - 31 December 2025 (Digital),
- 1.5. **“SCTIE”** means **Ugu-South Coast Tourism (Pty) Ltd**, with registration number **2016/158371/30** a State-Owned Entity duly incorporated in the Republic of South Africa, herein duly represented by **Phelisa Mangcu, Chief Executive Officer** of SOUTH COAST TOURISM & INVESTMENT ENTERPRISE, she being duly authorised to bind the SCTIE herein;
- 1.6. **“The parties”** means SCTIE and the service provider;
- 1.7. **“The service provider”** means **TMSA & OJC 052019** herein represented by **Mrs. Sheetal Cross**, as the **Director of Titanium Media South Africa (PTY) Ltd** with registration number 2018/430724/07 a private company, duly incorporated under the laws of the Republic of South Africa and **Mrs. Olivia Symcox**, as the **Sole Proprietor of Olivia Jones Communications** with ID number 7807190197088, they are duly authorised to bind TMSA & OJC 052019 herein;
- 1.8. **“The services” means** the services to be rendered to SCTIE by the service provider as described in clause 6;
- 1.9. **“Signature date”** means the date upon which this agreement is signed by the party signing last in time;
- 1.10. Any reference to the singular includes the plural and *vice versa*;
- 1.11. Any reference to natural persons includes legal persons and *vice versa*;
- 1.12. Any reference to gender includes other genders.
- 1.13. The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.14. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bears the meaning assigned to such words and expressions in that sub-clause.
- 1.15. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it, as if it were a substantive clause in the body of the agreement, notwithstanding; that it is only contained in the interpretation clause.



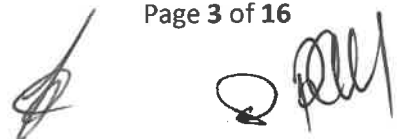
- 1.16. Should a law or regulation repeal and re-enact, with or without modification, any provision of the legislation, reference in the agreement to the legislation shall, unless the contrary intention appears, be construed as reference to the provision so re-enacted.
- 1.17. The terms of this agreement have been negotiated, and accordingly the *contra proferentem* rule shall not apply in the interpretation of this agreement.

## 2. PREAMBLE

- 2.1. It is recorded that SCTIE wishes to appoint an agency to provide Marketing, Public Relations, Advertising and Digital Agency services to SCTIE in terms of request for proposal reference number SCTIE 2023/01 issued by SCTIE. The service provider hereby accepts such an appointment. A copy of the request for proposal document is attached hereto marked appendix "A".
- 2.2. The parties accordingly agree as set out herein.
- 2.3. In terms of the Digital Agency Service, it is noted that SCTIE has a service provider on a contract which ends 31 December 2022. This contract will continue until such time of termination.

## 3. DURATION

- 3.1. This agreement shall –
- 3.2. **In terms of the Marketing, Public Relations, Advertising Agency services**, bind the parties from the commencement date of 03 October 2022 for a period of 36 (thirty-six) months until 30 September 2025, unless the agreement has been terminated, in writing, within a 60-day notice period or the end of the quarter and agreed by both parties.
- 3.3. **In terms of the Digital Agency services**, bind the parties from the commencement date of 1 January 2023 for a period of 36 (thirty-six) months until 31 December 2025, unless the agreement has been terminated, in writing, within a 60-day notice period, or until the end of the quarter and agreed by both parties.
- 3.4. **In Terms of the Joint Venture**, bind the parties from the commencement date of 03 October 2022 for a period of 36 (thirty-six) months until 30 September 2025 or thereafter, unless the agreement has been terminated, in writing, within a 60-day notice period and agreed by both parties, thus prohibiting the sale of either TMSA or OJC, or the transfer of this contract to any third-party, whereby this contract may then become null and void.



#### **4. APPOINTMENT**

- 4.1. SCTIE hereby appoints the service provider for the purpose of providing the services to SCTIE and the service provider, hereby accepts such appointment.
- 4.2. The service provider shall comply strictly and punctually with all reasonable instructions and lead times from SCTIE in relation to the performance of the services.
- 4.3. The legal relationship between SCTIE and the service provider shall, notwithstanding any provisions to the contrary in this agreement, be that as between principal, independent contractor, and accordingly –
- 4.4. The appointment in terms of 4. shall not, and no other provision of this agreement shall, be construed as creating any partnership or agency between the parties; and
- 4.5. Neither SCTIE nor the service provider shall have power to bind the other legally to any other persons, unless expressly authorised thereto, in writing, by that party for the purposes of this agreement.

#### **5. LIMITS OF APPOINTMENT**

Save with the express prior written authority of SCTIE, the service provider is not authorised or entitled –

- 5.1. To bind SCTIE in any manner whatsoever;
- 5.2. To give any undertaking on behalf of SCTIE;
- 5.3. To conclude any agreements on behalf of SCTIE outside of the agreed parameters; or
- 5.4. To make any admission or statement on behalf of SCTIE.

#### **6. SERVICE DELIVERY**

- 6.1. The parties agree that the service provider is appointed to perform the following tasks, in accordance with the Terms of Reference (TOR), which were included in the bid document included in appendix “A”:
- 6.2. To provide strategicMarketing, Public Relations, Advertising and Digital Agency Agency solutions, agreed and based on annual budgets, Key Performance Areas (KPA’s), Key Performance Indicators (KPI’s) and / or Annual Scorecard and business plans, inter alia:

##### **6.2.1. Marketing strategy and planning**

- 6.2.1.1. Provide advice and strategise overall marketing activities,
- 6.2.1.2. Engage in market research activities, as required which will inform the tourism and investment marketing strategies, plans and operational rollout,
- 6.2.1.3. Develop strategic digital media, marketing and advertising plans.



## **6.2.2. Branding: development of brand strategy**

- 6.2.2.1. Update and standardise the brand manual annually,
- 6.2.2.2. Perform quarterly brand audits, where needed, to keep the brand fresh and alive across the network,
- 6.2.2.3. Develop brand strategy to align with business objectives,
- 6.2.2.4. Engage internal and external stakeholder audiences in strategic sessions, where possible or required,
- 6.2.2.5. Manage sub-contractors engaged for branding executions,
- 6.2.2.6. Development of brand positioning and messaging platforms

## **6.2.3. Creative and campaign development**

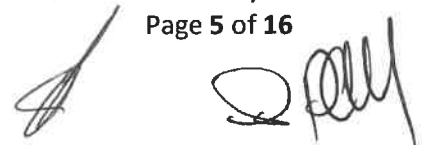
- 6.2.3.1. Overall content development for multimedia, including but not limited to audio, visual elements, still and motion etc, for Marketing, Public Relations, Advertising and Digital Media's related scope of work,
- 6.2.3.2. Photography and video coverage, editing and archiving,
- 6.2.3.3. Provide strategy, oversight and guidance in creative development,
- 6.2.3.4. Provide design and copywriting for print and digital applications,
- 6.2.3.5. Assist with development of message matrices for stakeholder audiences,
- 6.2.3.6. Review/audit current high-level messages (elevator pitches).

## **6.2.4. PUBLIC RELATIONS**

- 6.2.4.1. Planning publicity strategies and campaigns,
- 6.2.4.2. Writing and producing press releases,
- 6.2.4.3. Organising and attending promotional events, when required, such as press conferences, open days, exhibitions, tours and visits,
- 6.2.4.4. Planning and executing promotional campaigns,
- 6.2.4.5. Edit and update promotional material and publications (brochures, videos, social media posts etc.),
- 6.2.4.6. Seek opportunities for partnerships on social causes and long-term sponsorships where possible,
- 6.2.4.7. Track media coverage and follow industry trends with media monitoring insights,
- 6.2.4.8. Prepare and submit PR reports.

## **6.2.5. Media Relations**

- 6.2.5.1. Responsible for channelling and influencing communications to the media, including preparing articles, press kits, press releases, and other content initiatives,
- 6.2.5.2. Cultivate and manage relationships with media gatekeepers by maintaining media contacts database of editors and journalists, updated at the beginning of each quarter or more frequently if needed This should include, print, magazine, online publishers, radio, Television and bloggers that are inclined to tourism, investment promotion, business, development finance, etc.
- 6.2.5.3. Prepare articles and press releases for the media,
- 6.2.5.4. Enhance effectiveness of press and publicity function,

Handwritten signatures in black ink, including a large stylized signature and a smaller one to its right.

- 6.2.5.5. Develop relationships with national and regional press contacts to ensure the company reputation is promoted and to deflect criticism,
- 6.2.5.6. Plan or consult to oversee press events and where required, attend press events,
- 6.2.5.7. Compose company literature and reports, speeches and opinion articles for internal and external use.

#### **6.2.6. Media Strategy, Planning, Buying and Monitoring**

- 6.2.6.1. Media planning to include selecting appropriate media and deciding the scheduling of advertisements,
- 6.2.6.2. Guide the organisation in achieving advertising and communication objectives,
- 6.2.6.3. Apportion messages to reach the appropriate target audience around a brand's budget,
- 6.2.6.4. Supervising the execution and Monitoring/ Reporting.

#### **6.2.7. DIGITAL SERVICES:**

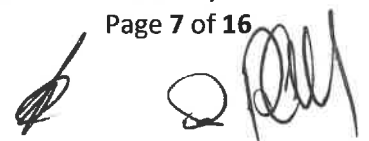
##### **Digital marketing strategy and content generation**

- 6.2.7.1. Provide advice on strategy for digital marketing (including social media campaigns),
- 6.2.7.2. Shall be responsible for the maintenance of all related social media platforms, websites, Mobile App and digital media assets,
- 6.2.7.3. Influencer management and marketing, where required,
- 6.2.7.4. Inform Search Engine Optimisation (SEO) strategy,
- 6.2.7.5. Organic content marketing,
- 6.2.7.6. Create analytics reports for current state and future campaigns; across all social media platforms, websites and digital media assets,
- 6.2.7.7. Boost traffic and engagement on all social media platforms with optimisation of ratings, through organic and paid advertising where needed,
- 6.2.7.8. Create and maintain relationships with influencers and partners where required,
- 6.2.7.9. Manage monitoring, analytics and interpret digital KPIs, across all social media platforms, websites and digital media assets, Manage 'user-generated' and third-party content across all social media platforms, websites and digital media assets,
- 6.2.7.10. Manage the day-to-day execution of social media messaging and community engagement, content maintenance etc,
- 6.2.7.11. Create community governance structure (including cross-team collaboration) and manage key Stakeholders, where required within the agreed communication structure.
- 6.2.7.12. Act as a coach and ambassador in social media and digital engagement for other teams in the business, across all social media platforms, websites and digital media assets,
- 6.2.7.13. Enhance digital media footprint across all social media platforms, websites and digital media assets, organically or advise on paid campaigns.

- 6.3. The parties agree that any strategy suggested or developed by the service provider must be in line with SCTIE's existing strategies and business objectives and subject to SCTIE's approval.
- 6.4. The service provider undertakes to work with relevant SCTIE appointed contractors/agencies to achieve SCTIE's marketing and communication targets,
- 6.5. The service provider undertakes to do required handovers to new agencies appointed by SCTIE at the time of this contract expiring and a new agency having been appointed in a professional and best practice manner, when required to do so by SCTIE.
  
- 6.6. SCTIE will perform the following tasks:
  - 6.6.1. Provide the service provider with its Strategic Plan and Tourism Destination Management Framework, Investment Promotion Framework and Annual Business Plan 2022/2023, which will form the basis for the service provider and SCTIE to jointly determine the Marketing, PR, Advertising & Digital Agency implementation strategy;
  - 6.6.2. Provide the service provider with the current Brand Manual;
  - 6.6.3. Provide the service provider with its current library of images which will be archived as 6.2.3;
  - 6.6.4. Provide the service provider with information relating to the member database, to maintain accuracy on the Master Copy.
  - 6.6.5. Contact details of other SCTIE agencies and relevant suppliers, when needed;
  - 6.6.6. Annual Content Maintenance Plan preparation and implementation
  - 6.6.7. Details of upcoming stakeholder engagements and corporate events, when available;

## **7. WORKING RELATIONSHIP**

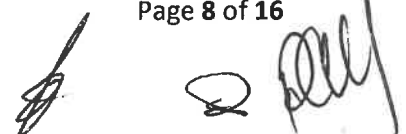
- 7.1. The service provider undertakes to make all reasonable efforts to understand SCTIE's "product and/or services", corporate goals, policies and procedures and service requirements and at all times to maintain such an in-depth knowledge of SCTIE and its "product and/or services". The service provider shall also make all reasonable efforts to familiarise itself with and understand the markets within which SCTIE operates, including acquiring an in-depth knowledge of competing "product and/or services" and its relating digital marketing strategies.

Handwritten signatures and initials in black ink, including a large signature on the right and smaller initials on the left.

- 7.2. SCTIE agrees to assist the service provider by providing to it all available information in these respects, ensuring that the service provider has access to SCTIE's "products and/or services", corporate goals, policies and procedures and service requirements, and updating the service provider when changes are made.
- 7.3. The Parties, involved in the various projects emanating from this agreement, agree and undertake to act in good faith at all times to ensure that the respective projects are finalised timeously and cost-effectively, having regard to each parties' internal procedure and specific obligations as set out in this agreement.

## 8. FEES

- 8.1. All work with the scope of the above will be individually quoted for per item, except in exceptional circumstances where there may be ongoing monthly activities in which case, agreements will be reached beforehand. The costs of this work, has been included in the bid, appendix "A", and have been summarised in appendix "B".
- 8.2. It is noted that due to the ever-changing environment that SCTIE operates in, that it was agreed in a meeting held on the 14 September 2022, that the second (2023/2024) and third (2024/2025) years services, would be agreed to in advance prior to the start of each year. The summarised notes of this meeting, appendix C.
- 8.3. Payments for the variable deliverable elements need to be clearly defined, as per industry standards, and inline with the prices quoted.
- 8.4. Only approved work, where a Purchase Order or written notice / authority has been issued, will be executed and paid for.
- 8.5. SCTIE will under normal circumstances, make payment within 30 days of presentation of invoice.
- 8.6. However, there may be circumstances where payment upfront may be required as per industry standards.
- 8.6.1. In such circumstances, these costs will always be notified upfront with SCTIE in writing and if agreed, will be payable within five (5) working days from date of invoice. Any upfront costs required need to be clearly specified on the quotations or estimates
- 8.6.2. The service provider will upon submission of invoice, provide SCTIE with a detailed report of activities engaged in by the service provider on behalf of SCTIE and the outcomes thereof.

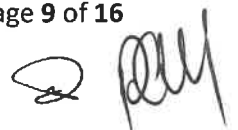




- 8.6.3. In addition, should the Service Provider incur external costs on behalf of SCTIE in the proper performance of its services under the Agreement, such expenses are to be approved in writing by SCTIE prior to being incurred. Failure to comply with this clause, will result in zero payment or compensation.
- 8.6.4. In extreme circumstances, where deemed necessary, provided the authorisation has been obtained from SCTIE in advance, COD (cash on delivery) items will be treated as COD (cash on delivery).
- 8.6.5. SCTIE agree to provide Purchase Orders per required estimates within a reasonable period, such reasonable period being no later than five (5) working days or with approval in writing, to the service provider, authorising work to proceed during this PO provision process, take cognisance of the specific time constraints related to deadlines.

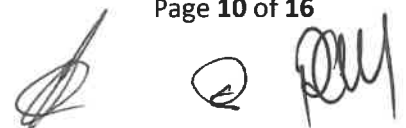
## 9. SCTIE'S RIGHTS AND OBLIGATIONS

- 9.1. SCTIE agrees to give the service provider as clear a written assignment brief as possible. SCTIE shall ensure that all information provided in respect of its "products/services" or services is factual and accurate.
- 9.2. SCTIE undertakes to co-operate with the service provider in respect of the verification of all information necessary in the support of its advertising.
- 9.3. Further to the clauses above, SCTIE undertakes to abide by and take cognisance of the specific time constraints which are inherent to the placing of advertising (whichever medium may be applicable), especially when requesting amendments, modifications and/or cancellations of certain assignments or advertisements.
- 9.4. SCTIE will have the right, at its own discretion to modify, reject, cancel or stop any part of an assignment ,within a reasonable timeframe and the service provider shall take all steps reasonably required to give effect to SCTIE's instructions, provided that SCTIE shall remain liable to pay the service provider all amounts payable towards services rendered in terms of this agreement, up to and including the date of modification, rejection or cancellation, including the costs reasonably incurred in respect of third party suppliers.



## 10. CONFIDENTIALITY

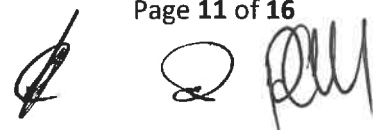
- 10.1. The parties acknowledge that any information supplied in connection with this agreement or in connection with each other's technical, industrial or business affairs which has or may in any way whatsoever be transferred or come into the possession or knowledge of any other of them ("the receiving party") may consist of confidential or proprietary data, disclosure of which to or use by third parties might be damaging to the party concerned;
- 10.2. The receiving party therefore agrees to hold such material and information in the strictest confidence, to prevent any copying thereof by whatever means and not to make use thereof other than for the purposes of this agreement and to release it only to such properly authorised directors, employees or third parties requiring such information for the purposes of this agreement and agree not to release or disclose it to any other party who has not signed an agreement expressly binding itself not to use or disclose it other than for the purposes of this agreement;
- 10.3. The undertaking and obligations contained in this clause do not apply to information which –
- 10.3.1. is publicly available at the date of the disclosure or thereafter becomes publicly available from sources other than the parties;
  - 10.3.2. is already in the possession of the receiving party prior to its receipt by or disclosure to such receiving party;
  - 10.3.3. is required by law or any regulatory authority to be disclosed;
  - 10.3.4. after being disclosed to the receiving party is disclosed by any other person to the receiving party otherwise than in a breach of any obligation of confidentiality.
- 10.4. The parties shall ensure and shall take such precautions as may be necessary to maintain the secrecy and confidentiality of such material and information in respect of its directors, employees, agents, and/or directors or employees or agents of any assignee, sub-contractor or distributor or any other person to whom any such confidential or proprietary data may have been or will be disclosed;
- 10.5. Save as may be required by law or any regulatory authority, no announcement or publicity of the existence of this agreement or its content or the transaction embodied in this agreement shall be made or issued by or on behalf of any party without the prior written agreement of all the parties;
- 10.6. Point 10.5 will supersede this agreement for a period of 6 (six) months after this agreement is terminated, for whatever reason.

Handwritten signatures and initials in black ink, including a large signature on the left, a circular mark in the middle, and a stylized signature on the right.

## 11. COPYRIGHT AND EXCLUSIVITY

It is agreed that, subject to SCTIE having settled all outstanding invoices of the service provider in full for the work as provided for hereunder:

- 11.1. SCTIE reserves and will exercise its copyright to all proprietary materials, documentation, logos and trademarks held by it or otherwise originated or commissioned by it;
- 11.2. The ownership of the titles and copy submitted to the service provider or otherwise generated in terms of this agreement, resides unconditionally with SCTIE.
- 11.3. Copyright of any new material falling outside of the scope and intention of this agreement to be or otherwise produced by the service provider or any of its constituent members resides with the service provider;
- 11.4. All of the above is subject to all invoices being paid up to date to the service provider by SCTIE;
- 11.5. All database records generated, including personal information collected will remain the property of SCTIE and for its sole use only. Such data may not be used by the service provider nor sold to third parties. The data needs to be collected compliant with privacy requirements, using double opt-in best practice standards and stored securely
- 11.6. SCTIE will have access to all its digital assets and maintain admin and user rights of its owned digital channels and the service provider may not remove or change this or assign or edit any other rights without the express instruction of SCTIE;
- 11.7. SCTIE maintains the right to use any materials generated by the agency or company appointed in any other SCTIE material generated by SCTIE and may do so without appointed agency's or company's consent or approval. SCTIE acknowledges certain legal constraints and, as such, requires universal releases for materials unless cost considerations becomes prohibitive such as model releases, music, photographs, etc. and retains the right to use materials created such as stock photos, voice talent, models, etc. and these will be provided upfront with implications stated. In general, existing materials or buy-out materials should be incorporated;
- 11.8. As the lead Public Relations & Advertising Agency, TMSA & OJC 052019 are to form a direct relationship with the Digital Agency and offer strategic guidance as pertains the destination and SCTIE brands, marketing and communication objectives and guidelines, including visual and written messaging.

Handwritten signatures and initials in black ink, including a stylized signature, a circular mark, and the letters 'PLM'.

## 12. BREACH

Should:

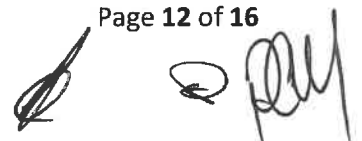
- 12.1. The service provider be provisionally or finally sequestrated; or
- 12.2. The service provider enters into or attempt to enter into a general compromise with any of its creditors; or
- 12.3. A Judgement be given against the service provider which is not satisfied within 14 (fourteen) days or against which an appeal or application for a rescission is not noted or made within that period (provided that such appeal or application is properly prosecuted); or
- 12.4. Any of the service provider's property be attached pursuant to a writ of execution; or
- 12.5. The service provider commits an act of insolvency within the meaning of Section 8 of the Insolvency Act 24 of 1936, as amended (or any similar act within the meaning of any replacing legislation);

Then, in such an event the service provider will be in breach of this agreement.

- 12.6. In the event of any of the parties ("the defaulting party") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 10 (ten) working days, after receipt of a written notice from another party ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice, claim and recover damages from the defaulting party.

## 13. JURISDICTION AND ARBITRATION

- 13.1. This agreement and the relationship between the parties hereto shall be regulated by the laws of the Republic of South Africa.
- 13.2. Any dispute, difference or question which may arise at any time hereafter between SCTIE and TMSA & OJC 052019 touching the true construction of this agreement or the rights and obligations of the parties hereto shall, unless otherwise herein expressly provided, be referred to the decision of a single arbitrator to be agreed upon between the parties, or in default of agreement for 14 working days, to be appointed at the request of either party in accordance with, and subject to, the provisions of the

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

Arbitration Act 42 of 1965 or any statutory modification or re-enactment thereof for the time being in force.

#### 14. DOMICILIUM CITANDI ET EXECUTANDI

South Coast Tourism and Investment Enterprise elects as its domicilium:

Physical address: 16 Bisset Street  
Port Shepstone  
4240

Postal address: P O Box 570  
Port Shepstone  
4240

TMSA & OJC 052019 elects as its domicilium:

Physical address: Office 4, 26 Ennisdale Drive,  
Broadway  
Durban North, Durban  
KwaZulu-Natal  
4051

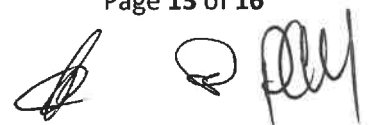
Postal address: Office 4, 26 Ennisdale Drive,  
Broadway siness Park  
Durban North, Durban  
KwaZulu-Natal  
4051

Any notice given in terms of this agreement shall be in writing and shall –

- 14.1. If delivered by hand be deemed to have been duly received by the addressee on the date of the delivery;
- 14.2. If posted be prepaid registered post, be deemed to have been received by the addressee on the (8<sup>th</sup>) eighth-working day following the date of such posting;
- 14.3. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication including electronic mail, actually received by one of the parties from another shall be adequate written notice or communication to such party.

#### 15. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder, and no delay or



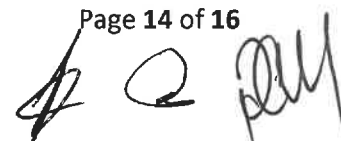
forbearance in the enforcement of any right of any party arising from this agreement, and no single or partial exercise of any right by any party under this agreement, shall in any circumstances be construed to be an implied consent or election, by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision of term hereof.

### **15.1 FORCE MAJEURE**

In the event that either party is unable to render their services due to events beyond their control e.g. building fire, riot, civil unrest, loss of equipment, loss of services (e.g. water, internet or electricity), key staff injury or death, pandemic, natural disaster, significant changes in legislation, etc. they will notify each other within 2 (two) working days, in which case relaxation of the provisions of clause 15 (fifteen) contained herein, may be considered. The parties will plan to make up time and projects in reasonable amounts subject to the their capacity and requirements.

### **16. VARIATION**

- 16.1. This agreement shall be construed and interpreted so as not to constitute or to permit any act or omission that will constitute a contravention or a failure to comply with any provision of the legislation. If any term in this agreement constitutes or permits such act or omission, such term shall be construed and interpreted so as not to constitute or not to permit any such act or omission;
- 16.2. This agreement shall be construed and interpreted, so as not to constitute or to permit any act or omission that will constitute a contravention or a failure to comply with any provision of the LOA (Letter of Agreement) rules. If any term in this agreement constitutes or permits such act or omission, such term shall be construed and interpreted so as not to constitute or not to permit any such act or omission;
- 16.3. Save as determined to the contrary in this agreement, no addition to or variation, consensual cancellation or notation of this agreement and no waiver of any right arising from this agreement, or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

Handwritten signatures and initials in black ink, including a large stylized signature and several smaller initials.

## **17. GOOD FAITH**

The parties hereto acknowledge that in their relationship in terms of this Agreement they shall always act in the utmost good faith to each other. It is therefore a material term of this Agreement that none of the parties hereto, their directors, employees, agents, associates or any party related to them shall commit any act which is not in the spirit of utmost good faith. A failure to observe this clause shall be deemed as a material breach of the Agreement and over and above any other rights that the innocent party may have, that party may immediately terminate this agreement, in accordance with the provisions herein, in which event the defaulting party shall not be entitled to any other benefits arising out of this Agreement. This right shall be in addition to any rights which the innocent party may have in regard to and in respect of damages suffered by the innocent party.

## **18. WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

## **19. COSTS**

Each party shall bear its own costs in respect of the negotiation and execution of this agreement.

## **20. TERMINATION**

The notice of intention to terminate the agreement needs to be given by either party in writing, within a 30-day notice period and agreed by both parties.

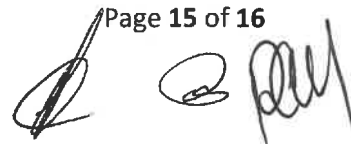
Any official notice to be given by one Party to the other Party in terms of this Agreement shall be valid and effective only if it is given in writing.

Any notice that is delivered by hand shall be deemed to have been received on the date of delivery, provided that it is delivered during normal business hours and acknowledgement of receipt is obtained from a responsible person at the addressee's premises.

The Parties choose the addresses for the service of any notices or other legal processes in connection with, or arising from this Agreement.

Marketing, Public Relations, Advertising and Digital Agency Services: SCTIE 2023/01


Page 15 of 16



Any notice that is sent by registered mail to an address specified shall be deemed to have been received, unless the contrary is proved by the addressee, within 14 (fourteen) working days from the date on which it was mailed.

During the entire duration of the contract period the terms and conditions of this agreement shall prevail and on such additional conditions and terms reduced to writing and agreed between the parties, save that the service provider shall have no right of further renewal.

SIGNED AT PORT SHEPSTONE ON THE 28<sup>th</sup> DAY OF OCTOBER 2022.




**SOUTH COAST TOURISM & INVESTMENT ENTERPRISE**  
DESIGNATION: CHIEF EXECUTIVE OFFICER  
PERSON DULY AUTHORISED: PHELISA MANGCU

AS WITNESS:



NAME: D. Wicks

SIGNED AT PORT SHEPSTONE ON THE 28<sup>th</sup> DAY OF OCTOBER 2022.



**TITANIUM MEDIA SOUTH AFRICA (PTY) LTD**  
DESIGNATION: DIRECTOR  
PERSON DULY AUTHORISED ON BEHALF OF  
TMSA & OJC 052019: SHEETAL CROSS

AS WITNESS:



NAME:



**Minutes of the meeting held on the 15 September 2023, to discuss the hours and or price of the SCTIE 2023-01: Provision of Marketing, Public Relations, Advertising and Digital Services for a 36-month period bid, held at 16 Bisset Street, Port Shepstone, 4240, at 09h30.**

**Present:**

**SCTIE : Ms D Ludick  
Ms V Gounden**

**TMSA&OJC 05-2019JV  
Ms. S Cross  
Ms. Olivia Symcox  
Ms K Meredith**

Ms Ludick opened the meeting and welcomed those present representing the organisation and the JV. Ms Ludick advised that she had been mandated by the CEO to lead this discussion on prices, hours and deliverables in terms of the SCTIE 2023-01 bid, which had been advertised.

It was agreed that the proposed hours, programs and rates would be looked at individually, on the annual basis.

It was agreed that

- i) That we would review specifically the requirements for the next 12 months, and would review year two (2) and three (3) prior to the start of the respective years, due to the forever changing environment that we operated in;
- ii) That the Digital Services would only start in January 2023, due to the current contact in place, and would continue to 31 December 2025;
- iii) That the deliverables would be broken down into fixed items and variable items. The fixed items may also be paid in the form of retainers rather than changing each month.
- iv) In terms of variable costs and specific projects costs, these would require approval before the implementation thereof as they could be budget dependant;
- v) That certain expense lines would become "Value Add" lines and would not be billed for.
- vi) That the variable items prices / rate per hour would remain unchanged and billed according to hours utilised.
- vii) That there may be a reduction of costs in certain of the programs due to saving brought about thorough other elements within the deliverables, which will be adjusted accordingly.

The attached spreadsheet represents the final number of hours agreed upon, along with the items which would be retainer costs, fixed cost and then variable costs, as agreed.

**RECOMMENDATION**

That the CEO issue the intention to award the SCTIE 2023-01 Provision of Marketing, Public Relations, Advertising and Digital Agency Services be awarded to TMSA & OJC 05 2019 JV, for a period of 36 months.



Deborah Ludick  
**SCTIE: GM: Finance & CS**



Sheetal Cross  
**TMSA &OJC 05-2019 JV**



	T	U	V	X
1				
2				
3				
4	<b>SCTIE 2023 / 01: Year 1 pricing</b>			
5	<b>Retainer</b>	<b>Annual</b>	<b>Monthly</b>	<b>Rates</b>
6	Marketing & Advertising Retainer	490 560.00	40 880.00	
7	PR Retainer	881 760.00	73 480.00	
8	- Copywriting (moved to fixed monthly)		-	
9				
10				
11		1 372 320.00	114 360.00	
12				
13				
14	Advertising & Design: Retainer Tourism			
15	- Amount based on historical time estimates of 24 hours / month Investment	295 680.00	24 640.00	R840/hr
16	- Amount based on estimate of 8 hours / month and additional hours to be included as and where necessary as the investment initiatives develop	80 640.00	6 720.00	
17		376 320.00	31 360.00	
18			145 720.00	
19				
20	<b>Digital : Retainer</b>			
21	Hosting CMS & Development			
22	- Website (4)	302 400.00	25 200.00	
23	- Mobile App	100 800.00	8 400.00	
24	SEO	120 960.00	10 080.00	
25				
26				
27	<b>Social Media</b>			
28	Planning, Monitoring, Community Management & reporting	127 680.00	10 640.00	
29				
30				
31	Posting			
32	- Facebook - 6 per week (24/month)	50 400.00	4 200.00	
33	- Twitter - 6 per week (24/month)	50 400.00	4 200.00	
34	- Instagram - 6 per week (24/month)	50 400.00	4 200.00	
35	- YouTube - 1 video per month	50 400.00	4 200.00	
36				
37				
38		853 440.00	71 120.00	
39				
40	<b>Total Retainer to be paid for Marketing, Advertising, Design &amp; Digital Services</b>	<b>2 602 080.00</b>	<b>216 840.00</b>	
41				
42				
43				
44	<b>Other: Fixed &amp; Optional</b>			
45	Brand Strategy	8 400.00		
46	Brand Audit	35 280.00		
47	2 x Videos	57 500.00		
48	Newsclip	38 377.44		
49	CI Updated annually	13 440.00		
50	Newsletter production & Distribution - Quarterly (Fixed)	25 720.00		
51	Copywriting - (Fixed)	110 400.00		
52	Management fee - (Fixed)	181 440.00		
53	Marketing & PR Reporting (POE)	27 600.00		
54	Reporting - Digital	13 440.00		
55		511 597.44		
56				
57	<b>Other Variable : Estimate</b>			
58	Photos - estimate @R150 (stock)	18 837.50		
59	Additional Copy writing or translation / per word @R1.72 per word			
60	Website development - Estimate	12 600.00		
61	Mobile App development - Estimate	42 000.00		
62	TikTok Consultant fees	16 800.00		
63	YikTok posting	161 280.00		
64				
65	Graphic design - Digital	70 560.00		
66				
67		322 077.50		
68		3 435 754.94		
69				
70				
71				
72				
73				
74				
75				