

# **APPENDIX E**

## **CONFIRMATION OF SERVICES**

- Water
  - Agreement with Rainbow Farms (2008) in terms of Rand Water Board water pipeline and connection for water supply.
- Solid waste letter
- Wastewater (sewage)
  - Deonak Drains letter
  - Design of conservancy tank
  - Wastewater separators



WATER AGREEMENT

between

RAINBOW FARMS (PTY) LIMITED  
(Registration No. 1960/02377/07)

("RAINBOW")

and

ALTMAN INVESTMENTS (PTY) LTD  
(Registration No: 1997/003608/07)  
(VAT No: 4060188945)

("the OWNER")



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**WHEREAS**

- A The OWNER has consented to the grant to RAINBOW of a water pipeline servitude ("the servitude") transversing a portion of the property owned by him to enable RAINBOW to obtain water from the Rand Water Board;
- B The Rand Water Board may agree, subject to compliance with their requirements and water supply by-laws, to allow a connection to the pipeline owned by RAINBOW for household purposes only;
- C The parties desire that the terms and conditions upon which they have agreed that RAINBOW provide such connection are reduced to writing.

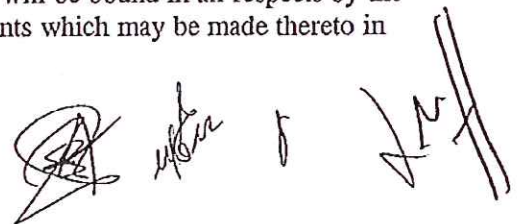
**WHEREBY IT IS AGREED:**

1. **INTERPRETATION**

- 1.1 The headnotes to the clauses in this agreement are for reference purposes only and shall not be used in the interpretation thereof.
- 1.2 In this agreement and any annexures hereto unless the context requires a contrary meaning:
  - 1.2.1 words, which signify or denote:
    - 1.2.1.1 any gender shall import and include any other genders;
    - 1.2.1.2 the natural person shall import and include an artificial person and vice versa;
    - 1.2.1.3 the singular shall import and include the plural and vice versa;
  - 1.2.2 the word "day" shall exclude Saturdays, Sundays and proclaimed public holidays in the Republic of South Africa.

2. **REQUIREMENTS OF RAND WATER BOARD**

- 2.1 The OWNER acknowledges that he has read the Water Supply By-Laws 1923 ("the by-laws"), of the Rand Water Board.
- 2.2 The OWNER further acknowledges that he will be bound in all respects by the provisions of the by-laws and any amendments which may be made thereto in the future.

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- 2.3 The parties record that they are not fully informed of any other requirements of the Rand Water Board.
- 2.4 The parties agree that the provisions of this agreement are intended to be supplementary to the by-laws and to any other requirements of the Rand Water Board and insofar as the provisions of this agreement may conflict with the by-laws or the requirements of the Rand Water Board, the provisions of the by-laws and the requirements of the Rand Water Board shall prevail and this agreement shall be deemed to have been modified pro tant.

3. PROVISION OF CONNECTION

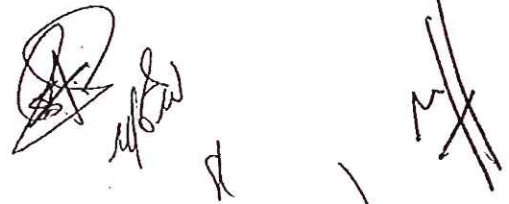
Subject to the OWNER having satisfied all the requirements which may be laid down by the Rand Water Board and the written consent to and approval of the connection by the Rand Water Board having been furnished to RAINBOW by the OWNER, RAINBOW hereby agrees to provide a connection to its pipeline to the OWNER, which connection is to be used to draw water for household purposes only.

4. CONSIDERATION FOR CONNECTION

- 4.1 This agreement shall commence on the 1 December 2005 and continue until terminated by either party at any time giving the other 1 (ONE) month's written notice of termination.

5. METER INSTALLATION

- 5.1 RAINBOW undertakes to consult with the OWNER to determine at what point on its pipeline the connection shall be made and where the OWNER's meter shall be installed, but reserves the right in its sole discretion to determine the location of the connection and meter.
- 5.2 The meter required to register the quantity of water supplied to the OWNER shall be provided by RAINBOW and shall remain its property and any further equipment or accessories which RAINBOW may consider necessary shall be provided by RAINBOW but the cost thereof together with the installation thereof shall be borne by the OWNER.

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5.3 If required by RAINBOW all meters shall be properly housed undercover, securely locked and shall be solely under the control of RAINBOW, whose duly authorised servants shall have access to them at all reasonable times. The OWNER shall in no way interfere with, open up or disconnect any meters, valves or accessories fixed by RAINBOW for their service, or in any way interfere with any valves, meters, locks or other fittings belonging to or under the control of RAINBOW.

6. LEADING FROM METER

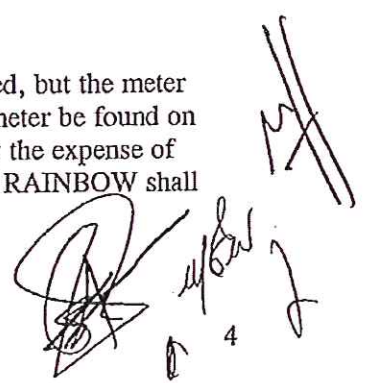
- 6.1 The leading on the OWNER's side of the meter installation shall be laid by him at his own expense and in such manner as he may consider most suitable for his reticulation, provided that this complies with the By-Laws and the OWNER has received the written approval of the Rand Water Board thereto.
- 6.2 Any leading which falls within the area of the servitude shall not in any manner hinder or interfere with any rights, which RAINBOW may enjoy under the servitude.
- 6.3 In the event of such leading hindering or interfering with the exercise of RAINBOW's rights in terms of the servitude, RAINBOW shall be entitled to require the OWNER to make such modifications or alterations to his leading as are reasonably necessary to ensure the removal of such hindrance or interference, failing which, RAINBOW may itself make such modifications and alterations and recover the costs thereof from the OWNER.

7. RENEWAL, REPAIRS AND MAINTENANCE OF METER INSTALLATIONS

- 7.1 All repairs to and maintenance of the meters or any equipment ancillary thereto installed by RAINBOW for the use of the OWNER shall be carried out by RAINBOW and the OWNER with the written consent of RAINBOW and the cost of any such work shall be paid by the OWNER.
- 7.2 RAINBOW reserves the right to renew the OWNER's meter after it has been in use for a period of not less than 10 (TEN) years and the cost of any such renewal shall be paid by the OWNER.

8. TESTING METERS

RAINBOW may, at its discretion, have the OWNER's meter tested, but the meter shall be tested in any case if the OWNER desires it. Should the meter be found on testing to have an error of less than 5%, the OWNER shall defray the expense of testing if the test was carried out at his request. In all other cases RAINBOW shall bear the expense.



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9. STANDARD METHOD OF TESTING METERS

The standard method of testing a meter installed by RAINBOW for the use of the OWNER shall be to compare the registration of the OWNER's meter *in situ* with an accurate portable testing meter at such rates of flow as RAINBOW's representative may determine. Such test shall be carried out for a period of not less than 15 (FIFTEEN) minutes, unless the normal consumption is such that more than 4 500 (FOUR THOUSAND FIVE HUNDRED) litres of water would pass through the meter within the period mentioned, in which case the test may be limited to 4 500 (FOUR THOUSAND FIVE HUNDRED) litres.

10. SPECIAL TEST OF METERS

It shall be competent for the OWNER, whose meter has been tested by the standard method specified in clause 9, to challenge the result of such test and to cause RAINBOW to have the meter removed and a special test thereof carried out by a recognised authority agreed to by the parties and, failing such agreement, by an authority appointed by the Chairman of the South African Bureau of Standards or his authorised delegate. In the event of the error in the registration of the meter, as disclosed by this special test, being within the limit of error specified in clause 8, the cost of such special test (including the cost of removing, testing and replacing the meter) shall be borne by the OWNER, in addition to any charges payable by him in terms of clause 8.

11. INCORRECT REGISTRATION

Should it be found on testing that the meter registers incorrectly by more than 3%, the charge for water shall be adjusted in a corresponding degree for the immediately preceding 3 (THREE) months. When the meter has stopped, or fails for any reason to register at all, the consumption during the month in which this occurs shall be taken to be the same as the average monthly consumption during the immediately preceding 3 (THREE) months, unless it can be clearly proved to the satisfaction of RAINBOW that a lesser or a greater quantity of water has been consumed, in either of which cases the quantity so proved to have been consumed shall be deemed to the consumption during the period the meter was not working as aforesaid. Any meter found on testing to register incorrectly shall either be replaced, or its readings corrected, at the option of RAINBOW.

12. ACCIDENTAL STOPPAGES

RAINBOW shall not be responsible for any loss or damage due to interruption or deficiency of the supply from whatever cause that may arise.

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13. INTERRUPTION OF SUPPLY

RAINBOW reserves the right to remove any meter for the purpose of testing, examination, or repairs, but in such cases it shall give at least 24 (TWENTY-FOUR) hours' notice to the OWNER. If such testing, examination, or repairs, entails an interruption of the supply for more than 24 (TWENTY-FOUR) hours, RAINBOW shall, at its own cost, fix another meter if required so to do by the OWNER.

14. PAYMENT FOR WATER

14.1 All water supplied by RAINBOW to the OWNER during any calendar month shall be paid for at the charges fixed by RAINBOW from time to time and at the office of RAINBOW in Rustenburg, on or before the 15<sup>th</sup> day of the immediately succeeding calendar month.

In case the amount or amounts due to RAINBOW by the OWNER shall remain unpaid after the due date thereof, that is, the 15<sup>th</sup> day of each month as aforesaid, interest on such amount or amounts shall be chargeable and recoverable by RAINBOW from the OWNER liable therefor at the rate of 1% for every month or portion of a month for which the said amount or amounts shall remain unpaid, reckoned from the last day of the month in which the same shall have been fixed to become due and payable as aforesaid.

14.2 RAINBOW shall be entitled to charge the maximum rate per litre, which they are permitted by the Rand Water Board to charge.

14.3 RAINBOW records that notwithstanding the provisions of sub-clause 2 that it has no intention of earning a profit from the connection provided to the OWNER and undertakes to restrict its additional charge over and above that which it will have to pay to the Rand Water Board to an amount sufficient to cover the provision of the connections from its pipeline, the costs of the administration thereof, and any other costs incidental thereto.

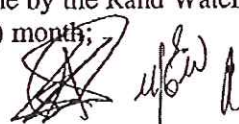
15. RAINBOW'S RIGHT TO INSTALL FLOW RESTRICTOR VALVE

15.1 Subject to RAINBOW's rights in terms of clause 16 in the event of the OWNER's water usage exceeding 200 (TWO HUNDRED) kilolitres or the permitted maximum quota as specified from time to time by the Rand Water Board, whichever is the lesser:

15.1.1 on 3 (THREE) or more occasions during the operation of this agreement;

or

15.1.2 by a literage, which exceeds 200 (TWO HUNDRED) kilolitres or such maximum quota as specified from time to time by the Rand Water Board by 10 (TEN) kilolitres in any 1 (ONE) month;





RAINBOW shall at its option be entitled to install a water flow restrictor valve to control future water supply to the OWNER.

15.2 The OWNER hereby agrees that in the event of RAINBOW exercising the rights set out in 15.1, he shall bear the costs of such flow restrictor valve together with all costs which may be incurred in the installation thereof.

16. INDEMNITY

Neither RAINBOW nor the Rand Water Board shall be liable for any loss or damage arising from any contamination of the water supplied to the OWNER and he hereby indemnifies RAINBOW against any claim for any loss or damage suffered by himself or against any other claim whatsoever arising from contamination of the said water.

17. BREACH

The OWNER, infringing or breaking or failing to observe the By-Laws or other requirements of the Rand Water Board or in any way breaching the provisions of this agreement, shall be liable to have the supply of water cut off immediately by RAINBOW and until such time as satisfaction shall have been given to RAINBOW in respect of such infringement or breach or failure, RAINBOW shall have the right to recover any amounts owed to it in terms of this agreement together with the right to recover any expense incurred in cutting off and reconnecting the supply and the recovery of any amounts due to it.

18. NOTICES

18.1 The parties do hereby choose the following respective domicilia citandi et executandi for all purposes in terms of or arising from this agreement:

18.1.1 RAINBOW: 1 The Boulevard  
Westway Office Park  
WESTVILLE  
3630

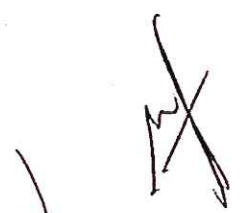
18.1.2 the OWNER: 134 Stubb Street  
OLIFANTSNEK  
Postnet Suite 11170  
Private Bag X82329  
RUSTENBURG  
0300



18.2 Any notice sent by prepaid registered post to the above respective addresses shall be deemed to have been received 10 (TEN) days after posting unless proved to the contrary and the parties hereby choose respective addresses as their respective domicilia citandi et executandi for all purposes under this agreement.

19. NON VARIATION

- 19.1 This agreement constitutes the entire agreement between the parties and no representation by either of the parties or their agents, whether made prior or subsequent to the signing of this agreement, shall be binding on either of the parties unless in writing and signed by both the parties hereto.
- 19.2 No variation, alteration or consensual cancellation of this agreement or any of the terms hereof shall be of any force or effect unless in writing and signed by both parties hereto.
- 19.3 No waiver or abandonment by either party of any of his/its rights in terms of this agreement shall be binding on that party unless such waiver or abandonment is in writing and signed by the waiving party.
- 19.4 No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show, grant, or allow to another ("the grantee"), shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against any grantee which may have arisen in the past or which might arise in the future.
- 19.5 Unless the context indicates otherwise, the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.
- 19.6 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.
- 19.7 The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement to all transactions deriving therefrom.



SIGNED AT Wolke ON THE 17<sup>th</sup> DAY OF December 2008

AS WITNESSES:

1. Justin

Alan  
RAINBOW FARMS (PTY) LTD

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

SIGNED AT Pustenburg ON THE 17<sup>th</sup> DAY OF November 2008

AS WITNESSES:

1. M. Williams

JAN KAPTEIN NTEMANE  
(ID No: 721226 5344 08 9)  
For and on behalf of  
ALTMAN INVESTMENTS (PTY) LTD

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





Postnet Suite 11170

P/Bag x 82329

Rustenburg

0300

10 September 2018

To whom it may concerns:

**RE: Confirmation of Waste Disposal**

This letter serves to confirm that we (Kgaswane Country Lodge Maintenance Department) collect waste from our premises with our bakkies and drop it at the Municipality dumpsite twice a week.

Trust that you find the above in order and please don't hesitate to call the undersigned.

Please do not hesitate to contact the undersigned for further clarities

Kind regard,



Jan K Ntemane  
Managing Director  
(082 901 6799)







Reg no.: CK 2000/025550/23  
VAT no.: 4610188585

Tel: 014 592 3988/ 3921  
Fax: 086 614 3725

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12/09/2018

To whom it may concern,

**RE: Proposed septic tank installation: Kgaswane Lodge**

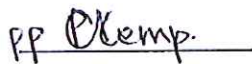
Hereby we would like to confirm that Deonak Drains has been contacted by Mr. Jan Ntemane, Managing Director of Kgaswane Lodge. It is the intention of Mr. Jan Ntemane to make use of the services of Deonak with regards to the regular removal of raw sewer from the proposed septic tank.

Deonak can herewith confirm that we have the necessary equipment, capacity and knowledge and also provide such services to a number of clients around the Rustenburg area. We are also in a position and willing to provide these services to the Mr. Jan Ntemane should his application and development be successful. Prices for this service are available on request.

Deonak also has authorisation from the Rustenburg Local Municipality to dispose the sewer in the waste water treatment works located in the Paardekraal area.

If there are any queries please do not hesitate to contact me.

Kind Regards,

A handwritten signature in black ink that reads "Deon Kemp". The signature is written over a horizontal line.

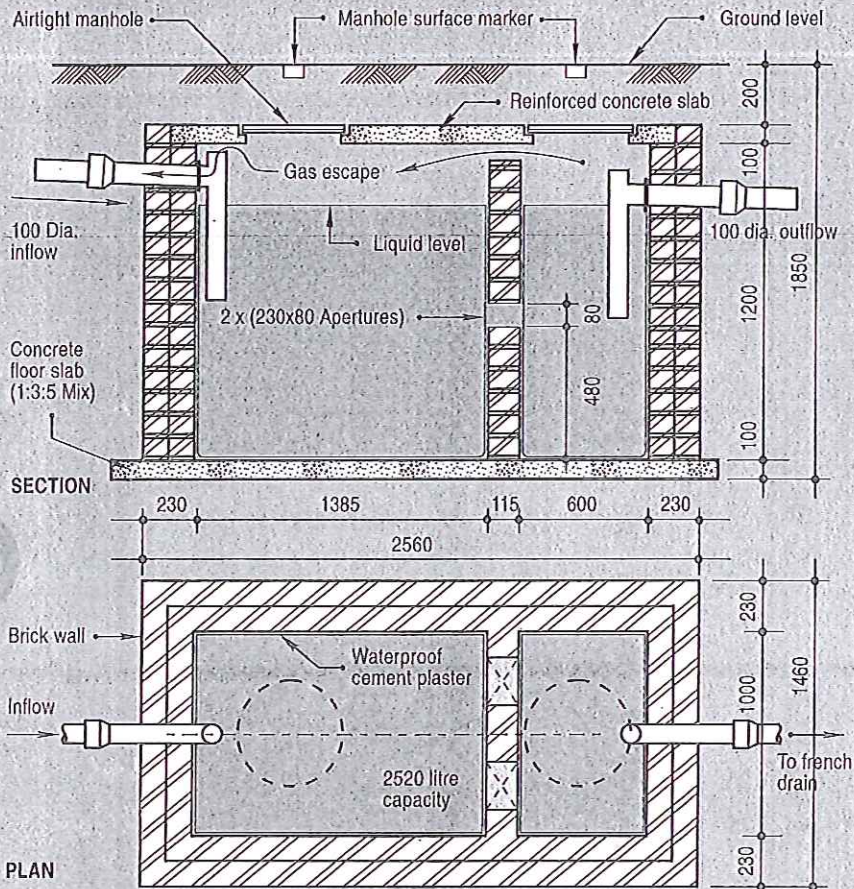
Deon Kemp



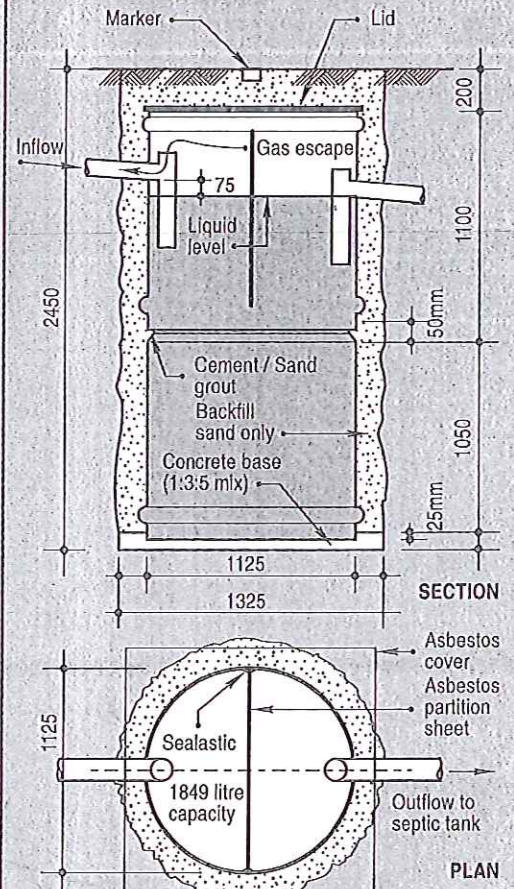


# CONSERVANCY TANK AND SEPTIC TANKS

## BRICK BUILT SEPTIC TANK



## ASBESTOS / CEMENT TANK



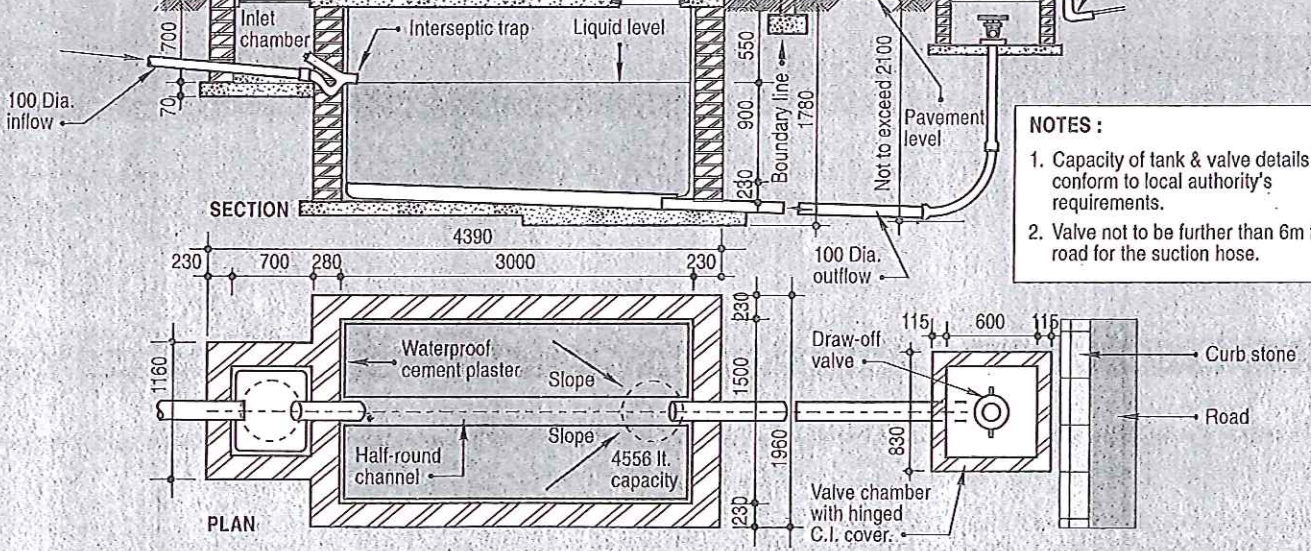
NUMBER OF PERSONS	LITRES PER PERSON	INTERNAL SIZE			LIQUID CAPACITY
		LENGTH	WIDTH	DEPTH	
Min 6	420	2 100	1 000	1 200	2520 lt.
8	393	2 200	1 100	1 300	3146 lt.
10	358	2 500	1 100	1 300	3575 lt.
12	336	2 400	1 200	1 400	4032 lt.
16 to 20	273	2 600	1 200	1 400	4368 lt.

Increase the size of the tank according to the number of persons.  
Increase a further 30% if a sink garbage disposer is used.

### NOTES:

1. A pre-fabricated tank designed for 6 persons is easily installed by the novice.
2. Where rocks are encountered, the two segments may be placed alongside of each other using only a few extra accessories.

## TYPICAL CONSERVANCY TANK



### NOTES:

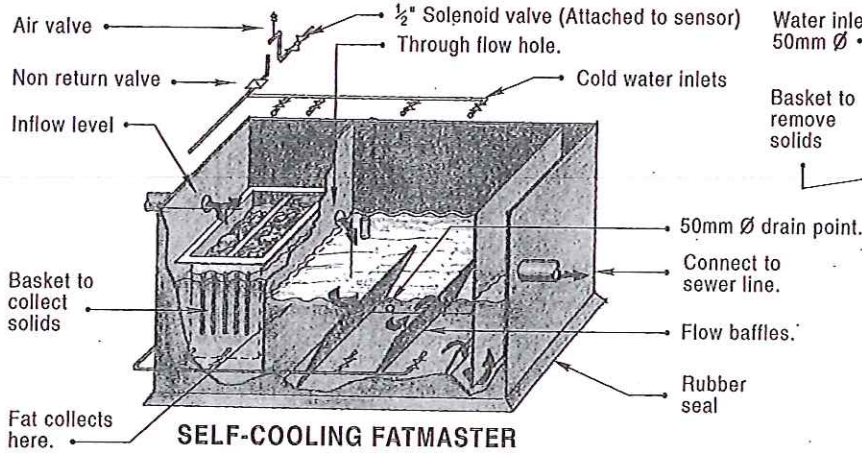
1. Capacity of tank & valve details to conform to local authority's requirements.
2. Valve not to be further than 6m from road for the suction hose.





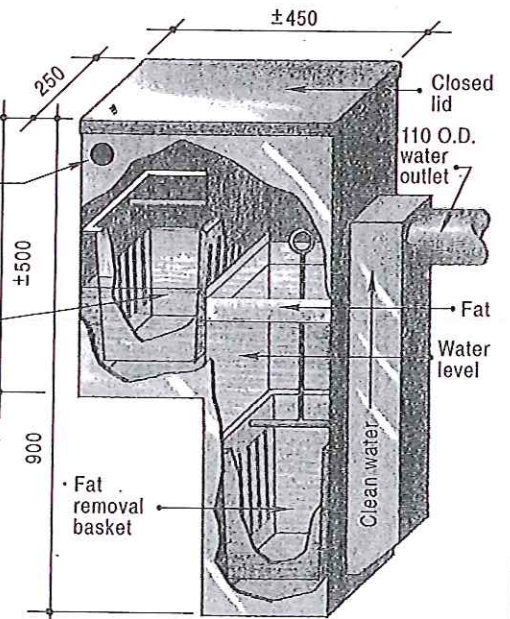
# WASTE WATER SEPARATORS

Industrial & domestic separators for extracting fats, grease, petrol and oil from waste water. It is suitable for housing, hostels, cafes, garages etc. and is accepted by all municipalities and water pollution authorities.



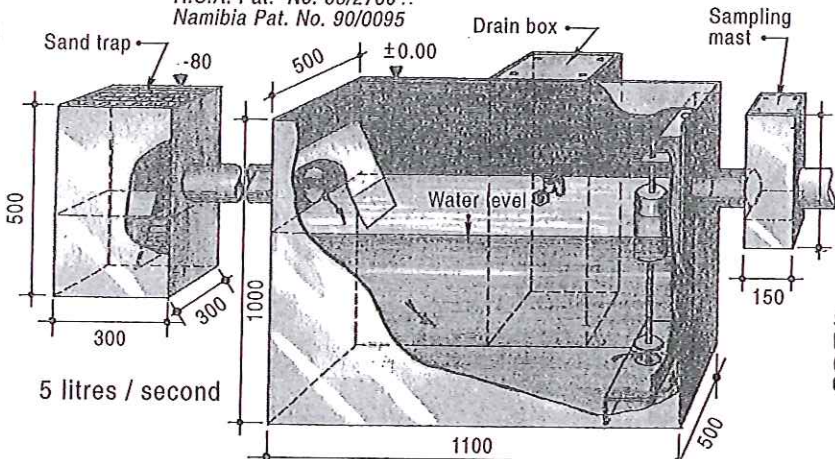
**SELF-COOLING FATMASTER**

R.S.A. Pat. No. 88/2700  
Namibia Pat. No. 90/0095



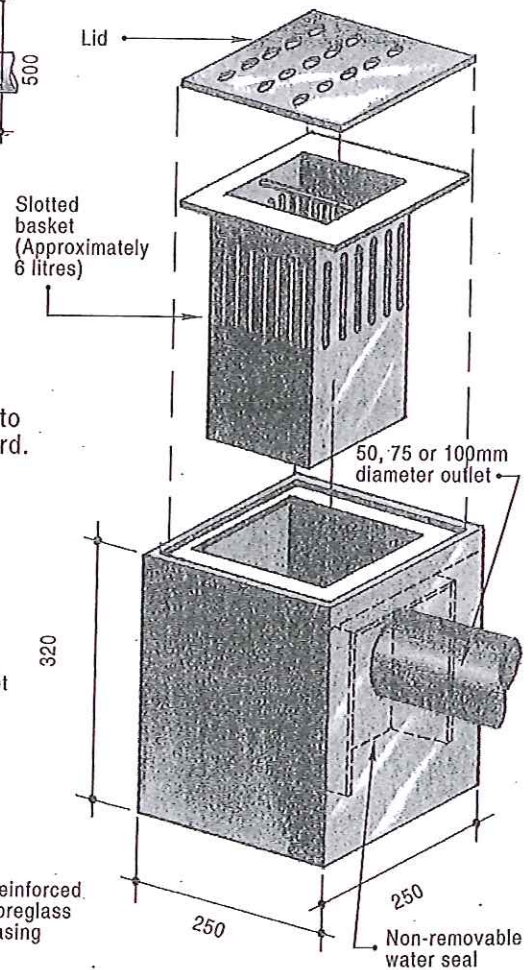
**ALL-PURPOSE GULLY - FAT MASTER**

R.S.A. Pat. No. 88/6854  
Namibia Pat. No. 90/0096



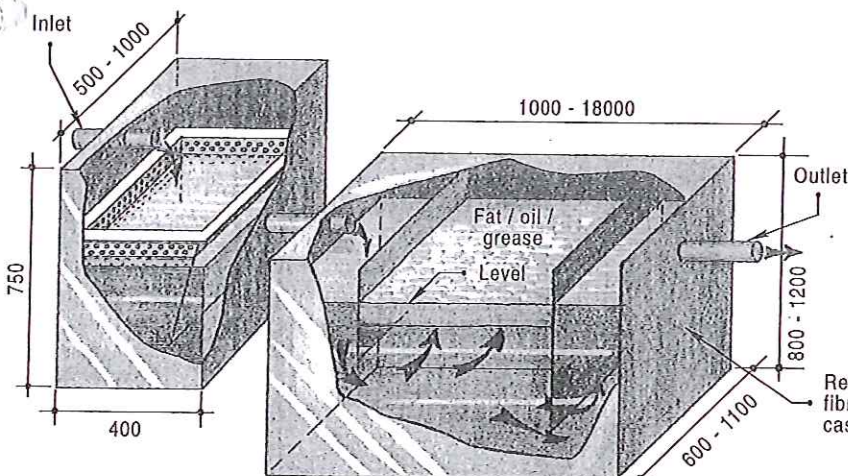
**AUTOMATIC CLOSING OILMASTER COMBINATION** R.S.A. Pat. 91/9862

Extractor for oil, petrol and grease. The flow rate available is between 1 to 100 litres per second. Up to 30 litres per second is regarded as a standard. An oil overflow pump is also available.



**MASTER FLOOR DRAIN** R.S.A. Pat. No. 91/9862

Connected directly to the main sewer.  
250/250/320 - 200/200/320 height extensions on request.



**FATMASTER - COMBINATION** R.S.A. Pat. No. 88/2720 Namibia Pat. No. 90/0095

Fat, oils and grease from kitchens of hostels, hotels, restaurants and general fat-oil producing industry. Available in 2, 4, and 7 litres / second.

H.A.C. INDUSTRIAL AGENTS CC

P.O. Box 3427  
Kenmere  
1745

TEL : (011) 955-4478/9  
FAX : (011) 664-6329

Prevent drain problems by installing a Master Product. Technical literature is also available.

