

Bevan John Davis
Davis and Deale Irrigation (Pty) Ltd
P.O.Box 5070
Delmenville
1403

13/12/11

Dear Sirs

We are pleased to confirm acceptance of our engagement to prepare the manual required by the Promotion of Access to Information Act, 2 of 2000 ("the Act") for Davis and Deale Irrigation (Pty) Ltd]. This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide. The issue of this letter of engagement is recommended practice by The Committee for Auditing Standards (CFAS) of The Independent Regulatory Board for Auditors. It does not seek to limit our professional responsibilities below the standards that are expected of our profession.

We have been engaged to:

- Prepare the information manual as required by section 51 of the Act based on information provided by yourselves.
- Submit the manual to the South African Human Rights Commission.
- Submit the manual to [Insert name(s) of Regulatory Body(s)].

Your responsibilities would be to:

- Make a copy of the manual available for inspection at your offices during normal office hours.
- Ensure that the information in the manual is kept up to date and to amend it if and when necessary.
- Address any requests for information that are made in terms of the Act.

Representations by management

As part of our normal procedures, we will request you to provide written confirmation of oral representations that we have received from management during the course of our work.

Fees

Fees are calculated on a tariff basis for these services. We will be entitled to raise fees upon delivery of the manuals. In the event that you are not in agreement with any fee raised you will notify us in writing of your objection within 21 working days of our dispatch of the fee note. Failure to do so will constitute acceptance of the fee. Publication of the manual or submission to a third party will constitute acceptance of the fees.

Our fees will be inclusive of VAT which will rank for deduction as input tax by registered vendors.

Subject to the foregoing, our fees are payable on presentation. We will be entitled to charge interest on all amounts outstanding, for whatsoever reason, for more than 30 days from the date of presentation of our fee note at the maximum rate allowed by law. Such interest will be calculated on a monthly basis. All payments will be allocated first as to interest, then as to outlays, then as to the longest outstanding fee.

In the event that invoices are not settled within 30 days of presentation, we reserve the right to charge compound interest monthly at 3% above the Example Bank prime rate until the debt is settled.

Agreement of terms

This engagement letter is signed for and on behalf of Davis and Deale Irrigation (Pty) Ltd, including its directors and members personally. Such signature constitutes:

- authority for any company or close corporation to utilise our services on behalf of each other or on behalf of its directors or members on the terms and conditions set out above,
- consent to arbitration by an independent practising chartered accountant nominated by the Executive President of The South African Institute of Chartered Accountants, acting as an expert and whose decision will be final and binding, should we in our absolute discretion wish to refer to arbitration a dispute arising from this engagement letter, in terms of the Arbitration Act, No 42 of 1965.
- consent to the jurisdiction of the Magistrates' Court, should we in our absolute discretion resolve not to refer a dispute to arbitration, and
- a renunciation of the benefits of:
 - error calculi (error of calculation),
 - division and revision of accounts, and
 - debate of accounts,

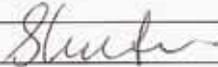
and binds each signatory, jointly and severally, as surety and co-principal debtor with each company and/or close corporation to and in favour of ourselves in respect of all amounts due according to this engagement letter.

We may recover any costs we incur in recovering from you any fees and/or disbursements as aforesaid.

No variation of the terms and conditions of this engagement will be of any force or effect, unless reduced to writing and signed by all of the signatories hereto.

Yours faithfully

Rodl & Partner

Accepted on behalf of [Company name] by:	
Position:	<i>Bookkeeper</i>
Name:	<i>Louise Caetano</i>
Signature:	
Date:	<i>14/12/2011</i>