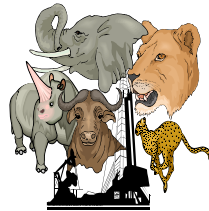


BOJANALA PLATINUM DISTRICT MUNICIPALITY



POLICY ON CELLULAR PHONES

DATE APPROVED BY COUNCIL.....200...

ITEM NUMBER.....

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ANNEXURE A - Application Form

ANNEXURE B – Cellular Phone Agreement

CELLULAR PHONE SCHEME OF THE MUNICIPALITY (CPS)

1. NAME OF POLICY

This policy shall be called the Cellular Phone Scheme of the Municipality (CPS)

2. APPLICATION OF POLICY

This policy applies to all Councillors and Officials of the Municipality, the Users, who qualify to participate in the CPS, upon successful application.

3. DATE OF COMMENCEMENT

This CPS shall apply to all Users whose applications were approved to be implemented with effect from 1 July 2006.

4. TRANSITIONAL ARRANGEMENTS

Current Users, whose phones and service agreements are in the name of the Municipality, must transfer such agreement into their own name not later than three months after expiry of such agreement. It speaks for itself that no upgrades by Users in this instance will be allowed by the Municipality.

5. WHO MAY APPLY

Only those Councillors and Officials who qualify for CPS benefits in terms of legislation or Council policy and whose application was successful, may be allowed to participate in the CPS.

6. APPROVAL OF APPLICATION

- 6.1 The Executive Mayor may approve an application of any Councillor or Office Bearer to participate in the CPS, subject to relevant National or Provincial legislation regulating cellular phone benefits and specific directives issued by Council.
- 6.2 The Executive Mayor may approve the application of the Municipal Manager to participate in the CPS, subject to the provisions of the employment agreement or any other agreement entered into with the Municipal Manager.
- 6.3 The Municipal Manager may approve an application of any Official who qualifies to participate in the CPS in terms of Council policy, relevant conditions of service or employment agreement, as the case may be.
- 6.4 When a person is acting for any other person, the benefits of the person who is absent relating to CPS does not automatically accrue to the person acting and is the person acting therefore not entitled to CPS benefits.

7. APPLICATION

- 7.1 All Users who wish to participate in the CPS shall apply for such benefit by completing and submitting the Application Form attached hereto as **ANNEXURE A**.
- 7.2 All successful applicants are compelled to enter into a Cellular Phone Agreement, attached as **ANNEXURE B**, with the Municipality prior to hand over of any cellular phone, sim card or other cellular equipment to such User.
- 7.3 A copy of the signed Cellular Phone Agreement shall be handed over to the User under his/her signature and the original placed on his/her personal file kept by the Municipality.

8. CPS OPTIONS

There are two User Options to choose from:

8.1 USER OPTION 1

- 8.1.1 This option is compulsory for applicants who **do not qualify** for the credit requirements of the relevant service provider.
- 8.1.2 This option provides for the Municipality to enter into a month-to-month service agreement with the identified service provider. To terminate this service, a one month's notice of termination is required.
- 8.1.3 The Municipality will purchase a number of cellular phones and auxiliary equipment and allocate these to the Users of this option.
- 8.1.4 The Municipality remains the owner of the cellular phones and equipment at all times.
- 8.1.5 The cellular phone is allocated to the successful applicant upon completion of Annexure A: Application for a Cellular Phone and after signature of the Cellular Phone Agreement between himself/herself and the Municipality.
- 8.1.6 The User shall remain responsible for the phone whilst it is in his/her possession.
- 8.1.7 The use of the phone will be subject to the terms and conditions of the Cellular Phone Agreement between the User and the Municipality.
- 8.1.8 No upgrades of these phones will be allowed.
- 8.1.9 The Municipality may decide to purchase new phones from time to time and allocate such phones to the Users of this option, in the sole discretion of the Executive Mayor or the Municipal Manager, as the case may be.
- 8.1.10 The cellular phone and all accessories must be handed back to the Municipality upon the last date of termination of services, for whatever reason.
- 8.1.11 The User will be responsible for payments of all outstanding and due accounts relating to the cellular phone on the date contemplated in 8.1.10 above.
- 8.1.12 The Municipality will pay the service provider on behalf of the User and deduct any shortfall from his/her salary at the end of each month, subject to the provisions of paragraph 10 of this policy.

8.2 USER OPTION 2

- 8.2.1 This option is available for applicants **who qualify** for the credit requirements of the relevant service provider.
- 8.2.2 This option entails that the beneficiary negotiates an agreement with any service provider of his/her choice, including the approved service provider of the Municipality in

order to obtain the corporate benefit negotiated and will be solely responsible for all aspects of the use of that phone.

8.2.3 The Municipality does not provide any assistance in this regard and no agreement between the Municipality and the User of this option is required.

9.1 ALLOWANCES

9.1 The Executive Mayor or the Municipal Manager, as the case may be, may allocate a cellular phone allowance to an applicant, subject to any statutory entitlement to this benefit, or condition of employment or other benefit agreement; or

9.2 The Executive Mayor or the Municipal Manager, as the case may be, may determine that cellular phone benefits forms part of the total remuneration package of the specific User, subject to any statutory determination for this benefit, or condition of employment or other benefit agreement.

10. RECOVERY OF EXPENSES

Recover of expenses relating to cellular phones shall be as follows:

10.1 When Option 1 is selected:

10.1.1 The Municipality will be responsible for the payment of the overall account of the service provider.

10.1.2 The total cellular account for each User of this option, for that specific month or period, will be deducted from his/her monthly salary, irrespective of the amount of any allowance.

10.1.3 The account contemplated in 11.1.2 shall include all relevant costs i.e. insurance etc. if applicable.

10.1.4 Users remain responsible for the correctness of their accounts.

10.1.5 When the User is no longer employed by the Municipality or a member of the Council, such User must hand in the phone, sim card and all issued equipment on the last day of service.

10.2 When Option 2 is elected:

- 10.2.1 When this option is elected, the User is responsible for all aspects relating to his/her cellular phone including but not limited to payment of accounts, insurance, upgrading, etc.
- 10.2.2 The User may request the Municipality to honour any debit order arrangement on his/her behalf, in the sole discretion of the Municipality.
- 10.2.3 The User may also request the Municipality to structure his remuneration package in such a manner that maximum tax benefits are derived within the ambit of applicable legislation, provided that his/her employment agreement provides for this.

10.3 Lack of Funds

Should it happen that a User does not have sufficient funds from which to deduct the cellular phone account, the Executive Mayor and the Municipal Manager, as the case may be, is then authorised to take appropriate steps to rectify the matter as they deem appropriate under the relevant circumstances.

11 GENERAL GUIDELINES

The following guidelines shall apply:

- 11.1 It is essential in the execution of daily duties that the beneficiary should continuously be in contact, failing which it will have a negative financial and service delivery implication for the Municipality.
- 11.2 Stand-by staff must be available on a 24-hour per day basis for duty.
- 11.3 After hour responsibilities and duties require that Users stay in contact continuously.
- 11.4 The phone must be used on a daily basis by the relevant beneficiary.
- 11.5 All contracts to be entered into by and between the service provider and Council must be by way of a tender in compliance with the SCM policy of Council.
- 11.6 Upgrading will be in accordance with the service provider agreement, where appropriate.

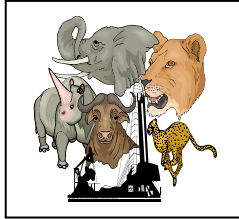
- 11.7 Any stolen/damaged equipment is to be reported to the Municipal Manager or his Delegatee, in writing, within 24 working hours, accompanied by the SAPS case number where applicable.
- 11.8 In the event of an insurance claim the User shall be responsible for the applicable excess payable, due the lost and/or damage resulting in the replacement of the handset or a SIM swap.
- 11.9 The User shall be responsible or the total replacement cost of the handset and/or SIM swap, where applicable, in the event of negligence and or abuse being evident.
- 11.10 The User shall be responsible for all the repair costs to the handset and or SIM card in the event of negligence and or abuse being evident.

12. AMENDMENT OF POLICY

This Policy may only be amended by a formal resolution of Council.

ANNEXURE A

BOJANALA PLATINUM DISTRICT MUNICIPALITY



CELLULAR PHONE APPLICATION

Name : _____

Personnel number : _____

Designation : _____

Directorate : _____

Telephone (office) : _____

Applicant: Stipulate reason for request

Applicant: Stipulate other forms of communication available (e.g. radio and pager)

Director: Stipulate reasons why above-mentioned forms of communication are not suitable in this case

Package : / Allowance
(description of package)

Package motivation :

Provision on budget : YES NO

Cost centre : _____

Recommendation : _____

EXECUTIVE MAYOR	DATE
MUNICIPAL MANAGER	
DIRECTOR	

ANNEXURE B

**MEMORANDUM OF AGREEMENT
CELLULAR PHONES**

made and entered into between

BPDM

(hereinafter called the "Municipality") on the one part, herein represented
by.....in his/her capacity as

and

.....
(hereinafter called the "User") on the one part, his/her capacity as

WHEREAS It has been approved that the User be provided with a cell phone and airtime consisting of
a (description of package); and

WHEREAS The Municipality has agreed to supply the User with a cell phone, airtime and accessories

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DURATION

The duration of this agreement shall be from _____200... on a month-to-
month basis, or until the User ceases to hold office as a Councillor or Official of the BPDM or
until such User ceases to occupy the post or office in terms of which a cell phone was issued.

2. FINANCIAL IMPLICATIONS

2.1 The User shall pay for any additional expenditure incurred above the issued airtime package.

2.2 The User hereby expressly accepts and understands that any expenditure whatsoever found to be due to the his/her negligence, will be for the account of the User.

2.4 The User authorises the BPDM to deduct directly from the User's salary all charges relating to the phone.

3. OWNERSHIP

The cellular phone and accessories shall remain the property of the Municipality for the duration of this agreement.

3.1 Details of Phone:

Cellular phone number : _____

SIM number : _____

IMEI number : _____

Cell phone make and model : _____

3.2 Details of Accessories:

(Provide details)

.....

.....

.....

4. GENERAL

The User agrees to:

4.1 Accept financial responsibility for any loss or damage not recoverable in terms of any insurance agreement;

- 4.2 Be contactable, within reason, at all times during working hours and after hours for emergency calls, except during periods of leave.
- 4.3 The supplied cellular telephone number may be included in the Internal Telephone Directory of the Municipality.

5. TERMINATION

5.1 Should the User breach any of the terms and conditions of this agreement, which terms and conditions the parties hereto agree to are all material to this agreement, and fail to remedy such breach within 24 hours after receiving written notice to rectify same, or cease to hold office as a councillor or official, the Municipality will:

5.1.1 Cancel the agreement and/or

5.1.2 Claim all such damages that the Municipality may have suffered as a result of such breach.

5.2 Notwithstanding the above, the Municipality reserves the right to cancel this agreement by giving 30 day's written notice to the User if operational requirements dictate that the should no longer be part of Council's CPS.

SIGNED AT RUSTENBURG ON THIS _____ DAY OF _____ 200 . IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF BPDM

WITNESSES:

1. _____

2. _____