

## **CONTRACT FOR ACCOUNTANCY**

THIS CONTRACT is entered by and between **SONGA AFRICA THE TOURISM COMPANY Ltd** a highly successful tourism company that operates a tour company and a lodge ( the Client ) having its principal place of business at **KINYINYA, P.O. Box 905 Kigali**, Rwanda,

( The Consultant ), Miss **Julienne AKAYEZU**, having her principal address in **GASABO /KIGALI** with ID n° 1199170145156044

**Whereas Miss Julienne AKAYEZU has experience as an accountant.**

**Whereas, the company desires to engage the service of Miss Julienne, she desires to provide his service to the company on the terms and conditions set forth herein**

**Whereas, the company and the consultant now desire to enter into this contract**

**Now, therefore in consideration of the mutual promises, representations and warranties set forth herein and for other good and valuable consideration, it is hereby agreed as follows:**

### **1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- (a) **Contract means the Contract Agreement entered into between the SONGA AFRICA The Tourism Company Ltd and AKAYEZU Julienne.**
- (b) **Contract Price means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.**
- (c) **Day means calendar day.**
- (d) **Completion means the fulfilment of the Related Services by the Consultant in accordance with the terms and conditions set forth in this Contract.**
- (e) **Consultant means AKAYEZU Julienne**
- (f) **Client means SONGA AFRICA THE TOURISM COMPANY Ltd.**

### **2. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the client, shall be written in **ENGLISH**.

### **3. Notices**

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the following address:

**SONGA AFRICA THE TOURISM COMPANY Ltd**

**OR**

## **AKAYEZU Julienne**

The term in writing means communicated in written form with proof of receipt.

- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later

### **4. Coordinator**

The Client designates **Brenda Kahirita** Client's Coordinators; Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Consultant and for approving the payment.

### **5. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of Rwanda.

### **6. Settlement of Disputes**

**6.1 SONGA AFRICA THE TOURISM COMPANY Ltd and AKAYEZU Julienne** shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**6.2** If, after seven (7) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

### **7. Consultant's responsibilities, effectiveness and delivery period of the Contract**

#### **7.1 Reports to: Lodge Manager**

#### **7.2 Role & Responsibilities**

- √ Managing and overseeing the daily operation of accounting department.
- √ Perform any other duties deemed necessary for the success of the department.
- √ We carry out any other reasonable request made by management.
- √ Monitoring and analyzing accounting data and produce financial reports or statements.
- √ Establishing and enforcing proper accounting methods policies and principles.
- √ Accountant as job responsibilities, is to prepare asset, liability and capital account entries by compiling and analyzing account information.
- √ Account responsibilities include auditing financial documents and procedures, reconciling bank statements and calculating tax payment.

Contract dates:

The Consultancy contract shall come into effect from 07<sup>th</sup> December 2016 for a period of 2 years or remain in force until the two parties will have completely fulfilled their obligations.

The consultant is obliged to start work on 07<sup>th</sup> December 2016.

## **8. Remuneration and Benefit**

8.1 The Consultant will be paid a monthly net fee of RWF 250.000

8.2 The company shall pay the 15% monthly withholding tax burden to national authorities on behalf of the Consultant and this according to the Rwandan tax law on income.

8.4 Transport will be paid to cover the Consultant's trips when sent on official company business

8.5 The Consultant does not have employee status with the Company.

8.6 No work-no pay principle will always apply and absence at work without valid reason approved by the Supervisor is a ground for termination of the contract

## **Working hours**

8.7 The working hours, 8 hours per day with one day off in the week to be agreed on Roaster, consultant will be allowed to take time off once authorised by manager

## **9. Confidential Information**

The client and the Consultant shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

## **10. Assignment**

Neither the client nor the Consultant shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **For the Consultant**

|                         |             |                  |
|-------------------------|-------------|------------------|
| -----                   | -           | -07/12/2016----- |
| <b>GASABO/KIGALI</b>    |             |                  |
| <b>AKAYEZU Julienne</b> |             |                  |
| <b>(Accountant)</b>     | <b>Date</b> | <b>Place</b>     |

### **For the Client**

|                                             |             |                  |
|---------------------------------------------|-------------|------------------|
| -----                                       |             | -07/12/2016----- |
| <b>GACULIRO/KIGALI-----</b>                 |             |                  |
| <b>SONGA AFRICA THE TOURISM COMPANY Ltd</b> | <b>Date</b> | <b>Place</b>     |
| <b>Rosette Chantal RUGAMBA</b>              |             |                  |

**MANAGING Director**

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Songa  
Adventures

Tourism  
Advisory

Conservation  
Consultancy