CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT

(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

WORLDSPORT SOUTH AFRICA (PTY) LTD
(Registration Number: 98/003533/07)

Certain provisions in this agreement have been printed in BOLD text so as to specifically draw attention of the RECIPIENT hereto. These clauses are of specific importance because they affect the RECIPEINT's rights and obligations and RECIPIENT acknowledges that he/she/it has acquainted itself with these provisions in particular clauses 8.1.13, 8.2.2, 8.3.2, 8.4.1.6, 8.4.1.11, 8.4.2, 10.7, 14.1, 14.2, 14.3, 14.4, 14.5, 14.9, the entire clause 16, clause 20.3 and the entire clause 21, have specific importance for the RECIPIENT.

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1. PARTIES

The Parties to this Agreement are:-

1.1 The **City of Cape Town,** (hereinafter referred to as **"the CITY")** a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act,1998, (Act No. 117 of 1998)* read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented **Mr Richard Bosman** in his capacity as the **Executive Director: Safety and Security;** and

1.2 **WORLDSPORT SOUTH AFRICA (PTY) LTD** company registered in terms of the laws of the Republic of South Africa with registration number: **98/003533/07**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr BRUCE PARKER-FORSYTH** with **ID number: 611217 511 808 9** in his capacity as **CEO** and duly authorised hereto.

2. DEFINITIONS

2.1 In this Agreement, the following words and phrases have the meanings given to them below:-

2.1.1	***"Bank Account"*** means: Name of Account Holder: WORLDSPORT SA (PTY) LTD Name of Bank: NEDBANK Type of Account: CURRENT ACCOUNT Account Number: 1186042907 Branch Number: 198765 Branch: TYGERVALLEY WINELANDS
2.1.2	***"Business Day"*** means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	***"City's Facilities"*** means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;

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2.1.4	***"City Services"*** means all services rendered by the CITY to events;
2.1.5	***"CITY's Council"*** means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	***"Commencement Date"*** means the date of the Event irrespective of the Signature date
2.1.7	***"Commercial Sponsorship Agreement"*** means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	***"Completion Date"*** means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	"***Date of Signature***" means the date of the last party signing this Agreement;
2.1.10	"***Event***" means **52 Super Series Cape Town Sailing Week** to be held from **29 February to 6 March 2020.**
2.1.11	***"Expenditure"*** means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	***"Event's Organiser"*** means the Party as described in clause 1.2 herein being;
2.1.13	***"Financial Year"*** means the financial year of the CITY commencing on 1 July 2019 and ending on 30 June 2020;
2.1.14	***"Notice"*** means a written notice;
2.1.15	***"Parties"*** means the Parties to this Agreement referred to in clause 1 and "**Party**" shall mean either of them;
2.1.16	***"Recipient"*** means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;
2.1.17	***"Rights Package"*** means a series of rights acquired by the CITY through

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	supporting events. The package of rights is a commercial transaction where the CITY obtains rights to promote its brand through various event activities. The Rights Package applicable to this Event is attached hereto as **Annexure "A"**;
2.1.18	***"the Act"*** means the *Municipal Finance Management Act, 2003 (Act No: 56 of 2003);*
2.1.19	***"this Agreement"*** means this Agreement, together with the Annexures hereto;
2.1.20	***"the CITY"*** means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act,1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.21	***"the City's Logos"*** means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City;
2.1.22	***"the Policy"*** means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.

2.3 Any reference in this Agreement to:

i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;

ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).

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2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.5 The headings do not govern or affect the interpretation of this Agreement.

2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.

2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

2.9 The words "including" and "in particular" are without limitation.

2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.

2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.

2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.

2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.

2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.

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2.17 In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

3. PREAMBLE

3.1 The 52 SUPER SERIES is established as the world's leading grand prix monohull yacht racing circuit. The year 2019 marks the eighth season of the 52 SUPER SERIES and it is shaping up to be the biggest and best yet. The circuit grew from the ashes of the TP52 MedCup which finished in 2011 when the principal sponsor withdrew. The 52 SUPER SERIES was developed as an initiative by three key stakeholders, respectively the owners of Quantum Racing, Azzurra and Rán Racing who enjoyed their racing in the TP52 so much, and could see a future in which the owners dictated the direction of the 52 SUPER SERIES; embracing all that they had enjoyed about the class and making racing for like-minded individuals and crews available in locations and venues enjoyed by all. Overall there is a mix of stand-alone TP52 regattas but mainly the circuit aims to visit existing, popular well-run, renowned regattas. After the discontinuation of the Audi MedCup in 2011, within a very short period of time, the 52 SUPER SERIES was established on the international regatta calendar as a key event. The 52 SUPER SERIES has grown from event to event and is now even more attractive than before attracting a prestigious fleet and high profile, premium brand sponsors. Starting with 5 boats in 2012 the series has grown to such an extent that at least 12 boats take part at every event.

3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".

3.4 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

The monitoring and evaluation principles as set out in section 67 of the Act:

4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.

4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.

4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.

4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.

In terms of the Events Policy ('the Policy"):

4.5 The Policy was approved by Council on 29 May 2013.

4.6 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focusses on supporting the Opportunity City, the Safe City and the Inclusive City.

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4.7 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.

4.8 This Event falls within the scope of application of the Policy.

4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.

5. CASH TRANSFER

For the Event to be hosted between from 29 February to 6 March 2020.

The CITY shall transfer payment of **R500 000 (Five Hundred Thousand Rand Only)** during the 2019/2020 financial year **(15 % VAT where applicable)**; from the Events budget.

5.2 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years

5.3 The utilisation of the Cash Transfer shall be for support of the Event held from 29 February - 6 March 2020 as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).

5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. Subject to the City obtaining all the necessary documents as stipulated in **Annexure "E".**

5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.

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5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

6. DURATION OF THE AGREEMENT

6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

7. VARIATIONS TO THE AGREEMENT

7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 <u>In respect of financial reporting</u>

8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve it targets and outputs as recorded in **Annexure "C"** and this Agreement.

8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.

8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.

8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.

8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.

8.1.6 The Funds will be utilised in accordance with the purpose of the Event.

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8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.

8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.

8.1.9 RECIPIENT shall keep a separate ledge account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.

8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.

8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

8.1.12 RECIPIENT will:

8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;

8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;

8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and

8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

8.1.13 Non-compliance with this clause 8.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

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8.2 <u>In respect of reporting in terms of the policy</u>

8.2.1 RECIPIENT furnish the CITY within 3 (three) months after the last day of the Event with a full report of the Event. The CITY shall RECIPIENT in writing as to the information to be included in this report.

8.2.2 **Non-compliance with this clause 8.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.3 <u>Compliance:</u>

8.3.1 RECIPIENT must for the duration of this Agreement adhere to the City's approval processes, all legislation, by-laws, policies, regulations and all legislation applicable to this Agreement as well its own Memorandum of Incorporation and ensure that any and all of RECIPIENT suppliers and service providers appointed in terms of 8.4.1.5 are similarly compliant.

8.3.2 Non-compliance with this clause 8.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.4 <u>Rights Package and Event</u>

8.4.1 RECIPIENT shall:

8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as **Annexure "A"**;

8.4.1.2 ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with;

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8.4.1.3 obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period stipulated in clause 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;

8.4.1.4 obtain public liability insurance for the Event as stipulated in clause 14 herein;

8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.

8.4.1.6 employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;

8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;

8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;

8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;

8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;

8.4.1.11 **ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;**

8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;

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8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;

8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;

8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;

8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;

8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;

8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and

8.4.19 provide all necessary toilet and disabled facilities.

8.4.2 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

9 OBLIGATIONS OF THE CITY

In regard to:

9.1 <u>The Cash Transfer:</u>

9.1.1 The CITY undertakes to transfer to RECIPIENT the Cash Transfer as reflected in clause 5.1 hereto, subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement by RECIPIENT.

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9.2 Monitoring and Evaluation:

9.2.1 The CITY shall monitor and evaluate RECIPIENT performance (under this Agreement) in accordance with clause 10 herein.

10. MONITORING AND EVALUATION

10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.

10.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.

10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:

10.3.1 On-site visits during the validity of this Agreement;

10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;

10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;

10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;

10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.

10.4 RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.

10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.

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10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).

10.7 Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.

11. FORCE MAJEURE

11.1 Subject to clause 16 herein, should any Party (hereinafter referred to as the "**Invoking Party**") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "***force majeure***") then:

11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;

11.1.2 specifying the cause and anticipated duration of the *force majeure*; and

11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.

11.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 11.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 11.1.1 and 11.1.3.

11.4 If the *force majeure* continues for more than 30 (thirty) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

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12. DISPUTE RESOLUTION

12.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.

12.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.

12.3 Should the persons referred to in clause 12.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.

12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.

12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:

12.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;

12.5.2 any other form of relief on the basis of facts which are not disputed;

12.5.3 payment of any amount due in terms of this Agreement; or

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12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.

12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

13. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby choose as their *domicilium citandi et executandi* for the purposes of this Agreement, the following addresses: -

13.1 **The CITY: -**

Attention: Mr Richard Bosman
Executive Director: Safety and Security
Executive Suite, 5th Floor Podium Block, Cape Town Civic Centre, 12 Hertzog Boulevard
Telephone 021 400 3355
Fax: 021 400 5923
E-mail: RichardGavin.Bosman@capetown.gov.za

13.2 **RECIPIENT: -**

Attention: Mr BRUCE PARKER- FORSYTH
WORLDSPORT SOUTH AFRICA (PTY) LTD
CEO

Address: 2 Dock Road
V&A Waterfront
8001
Telephone: 082 994 1889 or 021 426 5775
Email: info@worldsport.co.za

13.3 The *domicilium citandi et executandi* (other than e-mail) is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

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14. INDEMNITY AND INSURANCE

14.1 RECIPIENT hereby indemnifies the CITY against any claims, which may be made against RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by RECIPIENT (its employees, officials and representatives/agents) and/or its subcontractors, in the course of this Agreement.

14.2 RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct or negligence of the CITY.

14.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.

14.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.

14.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.

14.6 RECIPIENT shall:

14.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (twenty-million)**, or as approved by the CITY in writing from time to time;

14.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

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14.6.3 ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.

14.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.

14.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.

14.9 RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.

15. BREACH CLAUSE

15.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY after becoming aware of the alleged breach must notify RECIPIENT in writing to remedy the breach and RECIPIENT must remedy the said breach within 7 (seven) days from receipt of the demand;

15.2 In the event of RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

15.2.1 Cancel the Agreement and claim any damages, together with interest; or

15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or

15.2.3 Demand Specific Performance together with a claim for any damages and applicable interest.

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15.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:

15.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;

15.3.2 The Cash Transfer being mismanaged by RECIPIENT;

15.3.3 The Event was ceased by RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;

15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or

15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.

15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-

15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or

15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;

15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or

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15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.

15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

16. NO FAULT TERMINATION

16.1 **The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may discontinue the CITY Services (where applicable) on written notice to RECIPIENT.**

17. GENERAL

17.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

17.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

17.3 No relaxation, indulgence or act of leniency which one Party may show the other will in any way prejudice the Party or be deemed to be a waiver of any of its rights under this Agreement.

17.4 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining clauses remain of full force and effect. If any invalid term is incapable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

18. CESSION AND ASSIGNMENT

18.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

BPF

PM

18.2 Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

19. INTELLECTUAL PROPERTY

19.1 All Intellectual Property rights of whatsoever nature belonging to the CITY, including, without limitation, the CITY's logo, emblem or any other form of corporate identity, shall remain vested at all times in the CITY.

19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.

19.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.

19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

20. CONFIDENTIALITY

20.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the confidential information") shall be treated by the Parties as confidential. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing

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restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

20.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain, within a Party's knowledge at the commencement of this Agreement, to disclosures required to satisfy an order of court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.

20.3 RECIPIENT shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from RECIPIENT.

21. LIMITATION OF LIABILITY

21.1 The CITY shall not be liable to RECIPIENT for any indirect or consequential loss or damage, including without limitation, loss of profit revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

21.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.

22. NATURE OF RELATIONSHIP

22.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

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22.2 RECIPIENT no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

23. IMPLEMENTATION AND GOOD FAITH

23.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

23.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

24. JURISIDICTION

The Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for all actions or proceedings and/or to settle any dispute which may arise out of or in connections with this Agreement.

25. COSTS

Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

26. SIGNATURE

26.1 This agreement is signed by the Parties on a date and at the places recorded herein.

26.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.

26.3 This contract may only be signed upon the necessary authority being obtained by the Parties;

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26.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

SIGNED at Cape Town on this June day of 02 2020.

AS WITNESSES:

1.______________

2.______________

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020
SIGNATURE: ....

____
THE CITY:
MR RICHARD BOSMAN
EXECUTIVE DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS AUTHORITY HERETO)

SIGNED at Cape Town on this 4th day of May 2020.

AS WITNESSES:

1.______________

2.______________

____
WORLDSPORT SOUTH AFRICA (PTY) LTD
CEO
MR BRUCE PARKER-FORSYTH
(WHO WARRANTS HIS AUTHORITY HERETO)

PM BPF

ANNEXURE "A"

(RIGHTS PACKAGE)

ASSOCIATION

- Host City designation i.e. "52 Super Series Cape Town Sailing Week" (or such other form of words to be agreed between The City and the Recipient)
- City name included as part of the Event composite logo
- Right to use the Event mark & the Event / City composite logo
- City generic logo shall be included on selected Event advertising, marketing and promotional collateral

BRANDING

- Logo ID on Event Composite signage erected in and around the Race Village at the V&A Waterfront
    - Entrance Signage
    - Interview / Press Conference backdrop
    - Partner Acknowledgement boards
- A selection of Co-branded 52 Super Series /Host City branding placements erected in and around the Race Village
    - Banners
    - Flags
- The Event composite logo (to include City name) on the following Event branded collateral:
    - Race Village Directional signage
- The City will receive mention via the event logo placed on the bow stickers placed on participating yacht
- The City will receive mention via the event logo placed on the event buoys placed event racecourse

MEDIA & MARKETING

World Sailing Show Highlights Broadcast

- City will receive destination profiling in the 1 x World Sailing Highlights broadcast show including:
    - Host City mentions in coverage of the race
    - Incidental exposure of the City iconic skyline, Table Bay and surrounding coastal places

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MEDIA & MARKETING

Digital

- City promotion/profiling opportunity on the 52 Super Series website
  - (Content to be supplied by the City)
- Destination exposure on Series social media platforms including Facebook, Instagram, Twitter and YouTube platforms

PR

- Incidental brand exposure around a dedicated PR campaign

ON-SITE ACTIVATIONS

- Race Village Expo opportunities
  - Exhibition space allocated for free
  - Associated costs for Partner account
- The right to conduct Race Village crowd promotions
  - Format and mechanism to be approved
  - Associated costs for Partner account

HOSPITALITY & PROFILING OPPORTUNITIES

- Daily access during the event to the Event Sailors Lounge
- Ten (10) x invites for each Welcome Function Event
- Ten (10) x Prize Giving invitations per event
- Ten (10) x On-water hospitality berths
- A Race Village tour for City of Cape Town staff
- City representative profiling and networking opportunities will be made available during the Cape Town Super Series period to include:
  - Welcome Functions
  - Official Prize Giving Function

LEGACY

- The City will receive the right to profile and present the following opportunities for the benefit of the local sailing and boat building/maintenance industries that will include:
  - The Life of a professional shore crew member' presented by The City of Cape Town
- An insight into the world of a professional sailor in the 52 Super Series
  - Inside the 52 Super Series workshop presented by the City of Cape Town
- A behind the scenes look into the 52 Super Series for the benefit of the local boat building/maintenance industries

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MEDIA HOSTING / GIVE-AWAYS

- The City has the right to receive discounts on Code Zero Clothing (The Official Merchandise Partner to the Series)
- Right to host international media together with tourism agency, Cape Town Tourism
- Right to include City promotional material in visitor welcome packs (an estimated 450 units)

COMMEMORATIVE BOOK & VIDEO

- 52 Super Series shall include text and images created by or on behalf of 52 Super Series referring to the Destination in any official post-Race commemorative book and video produced by or on behalf of 52 Super Series at 52 Super Series cost.
- The Recipient shall provide the Destination with five (5) free copies of the official post-Race commemorative book

POST RACE RESEARCH & EVALUATION

- The Recipient shall provide the City with a preliminary post-event report within 90 days after the Cape Town Stopover.
- Should the City wish to have an economic impact study/assessment undertaken, in respect of the Event, then the parties shall discuss in good faith with a view to mutually agreeing on the basis for 52 Super Series appointed professional service provider undertaking such study/assessment.

LEGACY

- The City will receive the right to profile and present the following opportunities for the benefit of the local sailing and boat building/maintenance industries that will include:
    - The Life of a professional shore crew member' presented by The City of Cape Town
- An insight into the world of a professional sailor in the 52 Super Series
    - Inside the 52 Super Series workshop presented by the City of Cape Town
- A behind the scenes look into the 52 Super Series for the benefit of the local boat building/maintenance industries

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ANNEXURE "B"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1 THAT **WORLDSPORT SOUTH AFRICA (PTY) LTD (hereinafter referred to as "the RECIPIENT")** be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("**the CITY**"), in terms of which the CITY agreed to make certain resources and facilities available to the RECIPIENT and as consideration for the resources and facilities made available to it by the CITY, the RECIPIENT agreed to grant the CITY the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;

2 THAT **MR BRUCE PARKER-FORSYTH** in his capacity as **CEO** of, **WORLDSPORT SOUTH AFRICA (PTY) LTD,** is authorised to sign this Sponsorship Agreement on behalf of the RECIPIENT and to sign all other documents and perform all other acts on behalf of the RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

BRUCE PARKER-FORSYTH		Date: 4 May 2020		Place: Cape Town
~~JENNIFER PARKER-FORSYTH~~		~~Date:~~		~~Place:~~

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ANNEXURE "C"

(THIS PAGE TO BE REPLACED WITH THE EVENTS OR BUSINESS PLAN)

PM BPF

ANNEXURE "D"

DECLARATION

By

WORLDSPORT SOUTH AFRICA (PTY) LTD

(Hereinafter referred to as "the RECIPIENT")

Written assurance confirming implementation of financial management and internal control systems in terms of section 67(1) of the Municipal *Finance Management Act*

I, **Mr BRUCE PARKER-FORSYTH**, in my capacity as, **CEO** of **WORLDSPORT SOUTH AFRICA (PTY) LTD**, hereby confirm that the **RECIPIENT** has in place effective, efficient and transparent financial management and control systems for the management of the transfer payment from the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at Cape Town on this 4th day of May 2020.

AS WITNESSES

MR BRUCE PARKER-FORSYTH
CEO
THE RECIPIENT

1.________________

2.________________

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ANNEXURE "E"

TRANSFER PAYMENT CHECKLIST

NAME OF EVENT:

____

ORGANISATION NAME:

____

VENDOR NO:

____

EMAIL ADDRESS:

____

TEL NO:

____

CASH PAYMENT:

____

PAYMENT DATE:

____

Required Documentation	YES	NO
Register on CSD		
Income & Expenditure Reports is required if the amount is less than R50 000, if the amount exceeds R50 000 the latest audited Financial statements is required		
Business Plans & Project Plan		
Registration certification		
Valid original Tax clearance certificate		
Proof of banking details (cancelled cheque or 3 months bank statements)		
Check Vendor status (SAP XK03) and print screen with vendor no & bank details		
Vendor Registration Form (if not a vendor) **Certified copy** required with all **supporting documents listed in section 8** of the VRF plus: • **declaration of interest (applicable for all vendors)** • letter from bank with signatories • Proof of address		

If renting a copy of the lease agreement and the owner's municipal account to be forwarded. The municipal account must be up to date, if not the arrears to be paid in full or arrangements must be made to pay the arrears off and proof to be forwarded.		
Memorandum of agreement to be completed & with ID's of signatories		
Payment Request form to be completed		
A zero rated TAX invoice if beneficiary has a VAT number. Or an Invoice if beneficiary does not have a VAT number. Invoice to be addressed to accounts payable, private bag X6,Belleville 7530		
A copy of the MOA with annexures to be given to the beneficiary		

Appendix "A"

CITY OF CAPE TOWN (the City) **EVENTS Policy (the Policy)** **PROJECT PLAN**	
Financial Year (the City's financial year): 1 July 2019 to 30 June 2020	
No.:	**DETAILS AND REQUIREMENTS**
1.	**ORGANISATION:** WorldSport South Africa (Pty) Ltd
2.	**AIMS AND OBJECTIVES OF ORGANISATION:** • To successfully host the 52 Super Series Events in Cape Town.
3.	**PROJECT OR PROGRAMME DETAILS:**
3.1	**Project or Programme Description** – What is the proposed project's focus, purpose or level of intervention? • Hosting the 52 Super Series in Cape Town can catalyse and bolster the City of Cape Town's Ocean Strategy by: o Attracting global high-net worth individuals as participants to visit Cape Town with the potential to invest in Cape Town economic sector. o Showcase Cape Town as a future Super Yacht venue for leisure/repair to the 52 Super Series Team Owners. o Strengthen Cape Town's geo strategic positon as a must visit sailing destination... a dream for any avid/professional sailor.
3.2	**Location/area -** Where will this project be carried out? I.e. What is the target area? Target: • V&A Waterfront Cape Town will host the Race Village • Table Bay Harbour will be the race course
3.3	**Number of attendees and/or participants:** How many people attend the event? • 10 Teams = 300+ shore crew
3.4	**Beneficiaries -** Which community (the target community or group) will benefit from this project? Target: • The Broader Sailing Community

	• Boat Building & Repair Industry: • Other interest groups in the Ocean Economy
3.5	**Sponsorship objectives:** Which companies are sponsoring the event? • City of Cape Town • V&A Waterfront • Dimension Data • Europcar • SunSail & Mooring • Gemini Ribs

3.6	**Swot Analysis:** Strengths and Weaknesses:
	
	• Strengths:
	  o 1st 52 Super Series event in Cape Town
	  o Experienced delivery team
	  o Global brand, high demand for sailing to be in Cape Town and South Africa.
	  o Cape Town is an attractive destination well known for hosting events
	
	• Weakness:
	  o Sailing is viewed as a niche sport in South Africa

3.7	**Opportunities:** How will you grow your event: • Focus on delivering maximum athlete satisfaction so that the series
3.8	**Threats:** Any concerns about the event: • Economic Influences
3.9	**Marketing and Media:** Brief information on the plans (challenges): • Targeted digital marketing campaign • Social Media communications • Targeted PR Campaign • Direct Marketing to target groups including ocean sector business, sailing clubs and other interest groups
3.10	**Economic Development and Tourism impact:** • Local supplier appointments • Temporary job creation to assist in the delivery of the events • Global destination exposure via global marketing channels and platforms • Global tourists visiting Cape Town
3.11	**Legacy:** • Intension to attract the series to bring the event back to Cape Town in the future. • Attract investment into Cape Town Ocean Economy sectors

4.	BUDGET

4.1 **Expenditure Budget** - What is the anticipated expenditure to be incurred on this specific project or programme and what will the money be spent on? **NOTE: -** Transfer funding RECEIVED FROM THE CITY CANNOT BE USED TO FUND salaries and wages, municipal service accounts, telephone accounts, general administration expenses, etc. Any transfer funding that your organisation may receive from the City must only be used to fund expenditure directly related to the approved event ensuring that the target beneficiaries receive the full benefit of the transfer funding which will not happen if any funds are misused or are used to fund the types of expenditure mentioned. Your organisation must fund your own normal operating costs and any structures and other improvements made to your property and / or buildings. Your organisation must be properly registered, established and viable and provide the City with copies of your audited Annual Financial Statements where transfer funding received from the City is R50 000 or above or Income and Expenditure statement where transfer funding is less than R50 000.

No	Details (What will be done or how will the income reflected be utilised?)	Amount (R)
(i)		
(ii)		
(iii)	Please refer to the attached.	
(iv)		
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		

TOTAL BUDGET - EXPENDITURE

4.2 **Income Budget**: - What are the anticipated income sources for **the specific event** in order to fund the expenditure? Please refer to the attached.

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and **including other sources of funding that your organisation may receive** from the City	
(i)	TICKETING/ENTRY FEES	
(ii)	MERCHANDISING	
(iii)	TRAVEL	
(iv)		
(v)		
(vi)		

	TOTAL BUDGET - INCOME	

Duly authorised person of the organisation:

Full Name: Bruce Parker-Forsyth
RSA ID Number 6112175118089
Position Director

Signature ....

For Official Use Only

(To be completed by Project manager when Spevco has approved the grant and before the signing of the MOA – Attach this completed project plan to the signed MOA)

Spevco on .... (ddmmyy) approved the sponsorship funding of R .... Financial /City/Event Services to the organisation or body identified in Project Plan...

Line Department: - Safety & Security

Project Manager: - Y. Quinton.

Date: - 2020-06-01

Signature: - ....

52Super Series: Cape Town Event Budget
RECON SUMMARY

52 SUPER SERIES | CAPE TOWN 2020

CoCT PROJECT PLAN

INCOME	Total	
SPONSORS	**R**	**1,808,232**
V&A Waterfront: Host Venue		
City of Cape Town	R	500,000
Naming Partner	R	1,206,350
Site Visit	R	101,883
HARD SPACE (before and between events)	**R**	**1,276,236**
40 foot team containers (2 per team)	R	988,336
RIB on dolly	R	242,900
Peter's & May contribution for land rental of North Wharf	R	45,000
OTHER INCOME	**R**	**66,351**
Technical Services Commission Based	R	29,351
Departure Handling estimate	R	5,000
Ground line team charge	R	32,000
TRAVEL DESK	**R**	**745,389**
Travel Income	R	745,389
TOTAL INCOME	**R**	**3,896,208**

EXPENSE

EVENT 1	TOTAL WS COSTS	
Infrastructure	R	634,769
Services	R	585,262
Race Management	R	520,218
Travel Management	R	408,474
Functions	R	381,776
Branding & Signage	R	17,764
Media & Marketing	R	5,000
Staffing	R	82,400
Admin & Delivery	R	559,919
TOTAL STAGING EXPENSE	**R**	**3,195,583**

EVENT 2	TOTAL WS COSTS	
Infrastructure	R	103,000
Services	R	70,734
Race Management	R	-
Travel Management	R	119,349
Functions	R	-
Crew Dinner Additional	R	-
Branding & Signage	R	-
Media & Marketing	R	5,000
Staffing	R	-
Admin & Delivery	R	402,540
TOTAL STAGING EXPENSE	**R**	**700,623**
TOTAL EVENT 1 & 2 EXPENSE	**R**	**3,896,206**
(NETT PROFIT | LOSS)	**R**	**1**

KEU

UNDERWRITING MANAGERS (PTY) LTD

Endorsement 1, Effective 01 December 2019

INSURED	**WORLDSPORT S.A. (PTY) LTD**
INSURED POSTAL ADDRESS	P.O. BOX 51916, WATERFRONT, CAPE TOWN, 8002
INSURED PHYSICAL ADDRESS	2 DOCK ROAD, ABOVE CALTEX FILLING STATION, WATERFRONT, CAPE TOWN, 8001
VAT NUMBER	4390174995
BROKER	RISK BENEFIT SOLUTIONS (PTY) LTD
POLICY FORM	EVENTS LIABILITY - Annual
POLICY NUMBER	**KEU 01456**
RENEWAL DATE	01 December 2020
VAT APPLICABLE	STANDARD VAT (15.00 %)
PERIOD OF INSURANCE	**From:** 01 December 2019 **To:** 30 November 2020 (Both Dates Inclusive)
ESTIMATED ATTENDANCE	MAXIMUM 30 000 PAX PER ANY ONE EVENT
LOCATION	VARIOUS VENUES WITHIN THE REPUBLIC OF SOUTH AFRICA
ESTIMATED ANNUAL TURNOVER	ESTIMATED ANNUAL TURNOVER OF R60 000 000 FOR THE CURRENT YEAR.
NUMBER OF EVENTS	ESTIMATED AT 9 EVENTS FOR THE NEXT 12 MONTHS
JURISDICTION	Republic of South Africa
EVENT / DESCRIPTION OF BUSINESS	EVENT ORGANISERS
TERRITORIAL LIMITS	Republic of South Africa
ADDITIONAL PREMIUM	R 19,000.00 (VAT Inclusive)

EVENTS LIABILITY SECTION

SECTION DESCRIPTION	Carols by Candle Light, Cycle Tour, Expo, TP52 Super Series, Wine Festival, Mountain Bike, Challenge Triathlon, World Rally Cross
Period of Cover	Annual Event liability Insurance Cover.

RISK ITEMS		SUM INSURED		EXCESS
Events Liability	R	50,000,000.00	(VAT Inclusive)	Any one occurence and
	R	50,000,000.00	(VAT Inclusive)	In the Aggregate iro all third parties
EXTENSION				
Employers Liability	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Statutory Legal Defense Costs	R	250,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Wrongful Arrest and Defamation	R	150,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Emergency Medical Expenses	R	250,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Spread of Fire	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Food and Drink	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Temporary Construction	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Participants Whilst Participating	R	5,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Care, Custody and Control - Damages to Venue	R	500,000.00	(VAT Inclusive)	Any one occurence and in the aggregate

SECTION EXCESS STRUCTURE	R 10,000 each and every loss (Not applicable to Emergency Medical Expenses)
	R 50,000 each and every loss in respect of Care, Custody and Control - Damage to Venue
MINIMUM AND DEPOSIT PREMIUM	R **46,000.00** **(VAT Inclusive)**

Adjustable annually on declaration of actual turnover / number of events

BROKER COMMISSION 15.00%

SECTION MEMO

Note:
The Premium is a **Minimum and Deposit Premium** *(least amount payable) - adjustable upwards at Renewal on Declaration of Actual Annual Turnover and/or Number of Events for the expired period.*

Events Liability Conditions:

1. Cover does not extend to include Cancellation, Abandonment or Postponement of the Event.
2. Damages to the venue which is in the care custody and control of the insured, is not covered in terms of the policy. Should the insured wish to include damages to venue this will be subject to a pre- and post- survey.
3. The cover does extend to include liability arising from the Exhibitions / Stalls / Displays at the Event. Exhibitions involving any mechanical, high risk or self-propelled engines are excluded.
4. Physical damage or theft to the Exhibitions / Stalls / Displays and/or their contents are excluded
5. Physical damage or theft to all items in the Care, Custody and Control of the Insured (staging, lights, rentals, etc.) is specifically excluded.
6. No liability cover applicable following any incident involving Security Companies.
7. Sub-Contractors are excluded unless specifically requested to be included, at an additional premium.
8. All Safety Regulations in respect of the OHS Act No 85 of 1993 must be followed.
9. All food vendors must have a valid certificate of acceptance where required in terms of the Act.
10. Loss, injury, death or damages following the use of mechanically and self-propelled engines (including aircrafts, motor vehicles, drones, marine, etc) are excluded.
11. Passengers, Drivers, Riders, Pilots and Skippers are excluded in terms of this policy whilst operating any self-propelled engine.
12. Nuclear Energy Exclusion
13. War and Terrorism Exclusion
14. Asbestosis and Silicosis Exclusion
15. Standard Wording without any extensions, except where quoted to be included
16. Compliance with government legislation in respect of Risk Management of the event
17. Animal and related activities are excluded
18. Alcohol and related activities are excluded
19. Pyrotechnics/Fireworks and related activities are excluded
20. Co-Insureds and sponsors must be specifically requested to be included
21. Insured should obtain certificates of insurance from Sub-Contractors and the Venue owner
22. Advise or treatment of a professional nature excluded (other than first-aid treatment)
23. Territorial and Jurisdiction is exclusive of Republic of South Africa

Definition of sub Limits:

· **Employers Liability:** Covers all employees/casuals, but excludes sub-contractors' employees/crew
· **Statutory Legal Defence Costs:** This limit is payable for defence cost of a prosecution should the insured be in breach of an Insured Statutory Act(s) or amending legislation with similar intent.
· **Wrongful Arrest & Defamation:** This limit is used for which the Insured shall become legally liable to pay third parties caused by an Insured peril, however any fines and penalties are exclude
· **Emergency Medical Expenses:** This limit provides cover for any medical services required at the event, including transport to the nearest medical facility, however this limit excludes any in hospital cost. - No excess applicable to this extension
· **Food & Drink:** This limit provides cover for all service providers of food and drink at the event.
· **Spread of Fire:** This limit provide cover for spread of fire to property which is not in the insured's care custody and control.
· **Temporary Construction:** This limit will provide cover for injury or death as a result of the collapse of the temporary construction. Not limited to marquees, tents, stands, stages, exhibitions stands and the like.
· **Participants whilst Participating:** Cover limited to injury/loss/damage as a direct result of the Insured's negligence only. Participants are defined as people actively participating in a sporting event. This is not a Personal Accident Policy.
· **Damages to Venue:** Loss or damage to venue (which is in the care custody and control of the insured) following the negligence action or inaction of the insured. Cover available on request at an additional premium, subject to a pre- and post- inspection of the venue.
· **Sub-Contractors:** Means an independent contractor/service provider/outsourcer who takes responsibility for a portion of the contract in organising the event, from the Insured.
· **Damage to Plant life (including Pitch or Field):** Not Covered – However, cover available on request at an additional premium: A pre and post inspection of the pitch or field is required for this cover and the cost for this will be for the insured's account.

KEU

UNDERWRITING MANAGERS (PTY) LTD

Name of Event	*Date of Event*	*Location*	*Expected Attendance*	*Description of Event*
Carols by Candle Light	December 2019	Kirstenbosch	6000 pax	TBC
PnP Cycle Tour Cape Town, Expo, VIP Hospitality	March 2020	Finish	30 000 pax	TBC
TP52 Super Series	March 2020	Royal Cape Yacht Club	500 pax	TBC
Cape Regatta	March 2020	RCYC	500 pac	TBC
Stellenbosch Wine Festival	April 2020	Cape Town	4000 pax	Festival
DBX Mountain Bike	May 2020	Darling, Cape Town	500 pax	TBC
Stellenbosch Wine festival	October 2020	Johannesburg	4000 pax	Festival
Challenge Triathlon	November 2020	Cape Town	600 pax	TBC
World Rally Cross	November 2020	Kilarney Cape Town	6000 pax	TBC

SIGNED FOR AND ON BEHALF OF KEU UNDERWRITING MANAGERS (PTY) LTD AND CENTRIQ INSURANCE COMPANY LIMITED:

SIGNATURE: ______________________

NAME: Denise Hattingh

Date: 13 February 2020

1. INTEPRETING THIS POLICY

1.1. This Policy contains a number of words and phrases which have specific meanings and most of which are capitalised. The Definitions below contain many of these words and phrases (others are set out in this Policy's body and are designated by terms in quotation marks).

1.2. KEU also applies certain rules when interpreting this Policy and the Interpretation Guide, which sets out these rules, as below.

1.3 This policy is only legally enforceable if it includes a schedule signed by one of our officers, unless ratified by us in writing afterwards.

2. INTERPRETAION GUIDE

2.1 In this Policy, headings are for convenience and are not intended to be used to interpret the Policy.

2.2 Unless this Policy indicates to the contrary, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.

2.3 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem* generis rule shall not be applied in the interpretation of such general wording or such specific example.

2.4 Where this Policy specifies any number of days, the number of days includes the first day and includes the last day.

2.5 Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;

2.6 This Policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

2.7 The words and phrases in the Definitions below, bear the meanings assigned to them and related expressions bear corresponding meanings.

3. DEFINITIONS

3.1. **"The Act"** means the Short term Insurance Act, number 53 of 1998, or its successor in title.

3.2. **"Business"** means the scope of the Insured's trading activities specified in the Schedule.

3.3. **"Civil Liability"** means Liability for the compensatory damages, costs and expenses that a civil court might order the insured to pay on a claim (as opposed to criminal liability or penalties). It includes the legal costs of the person making the claim, for which the insured becomes legally liable to pay.

3.4. **Claim/s** means the receipt by the insured of:

3.4.1. any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the insured; or

3.4.2. any written demand from a third party claiming compensation against the insured.

3.4.3. any request for compensation (indemnity), whether or not any amounts have been established for the claim.

3.5. **"Claim Investigation Costs"** means the legal costs and expenses of investigating, any claim (or anything which might result in a claim), which would be covered by this policy.

3.6. **"Cover (and Covered)"** means indemnity and indemnity shall not include any component of profit.

3.7. **"Claim"** means the claims, liabilities, losses, costs or circumstances which may give rise to a claim, which we may or may not agree to cover under this policy.

3.8. **"Damage"** means loss of possession or control of or actual damage to property or interference with servitude or right of access or other infringement of real or personal rights to the use of property.

3.9. **"Damages"** in law means an award, typically of money, to be paid to a person as compensation for loss or injury.

3.10. **"Data"** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to text or digital media.

3.11. **"Documents"** means any documents of any nature including but not limited to electronically stored data, software or computer programs for, or in respect of, any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments. Loss or damage to documents does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.

3.12. **"Employee"** means a natural person who is not a principal, but who:

3.12.1. has at any time entered into an employment and/or service level and/or provider agreement with the insured's firm or incorporated body and is financially compensated for that service; and/or

3.12.2 volunteers, Marshalls, ushers and the like that may not be financially compensated; and/or

3.12.3 is or was, at the time of the relevant act, error or omission giving rise to the claim under the insured's direct control and supervision in the course of the conduct of the services.

3.13. **"Employment Agreement"** means a formal agreement that specifies the conditions of the relationship between an employee and an employer including compensation and expectations. They can be executed for a specified period of time (fixed term agreement), such as one(1) year but are usually automatically renewed on the anniversary date of the agreement and are terminated either by means of a termination notice or letter of resignation.

3.14. **"Enquiry (or Enquiries)"** means any legal or quasi legal enquiry into a matter in respect of which this policy would otherwise respond if a claim for compensation has been made against the insured arising from a matter that is the subject of the enquiry, in respect of which the insured is legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over the insured (either by reason of a statutory power or by reason of the Insured's membership of a professional association that has the power to discipline its members) but that does not have the power to make an order for compensation to a third party or to award any pecuniary penalty.

3.15. **"Event"** means the specified event/s that the insured or event organiser will plan and arrange or provides a service for.

3.16. **"Event organiser"** means someone who plans social events as a profession and in the ordinary course of their business takes responsibility for the production of such events from conception through to completion, including, but not limited to exhibitions, fairs; festivals; conferences; promotions, product launches; fundraising and social events.

3.17. **"Excess"**means the part the insured must pay for each covered claim.

3.18. **"Incident"** means any act, error or omission giving rise to legal liability as insured by this Policy.

3.19. **"Injury"** means death, bodily or mental injury, illness, or disease.

3.20. **"Insured"** means each of the following, individually and jointly:

3.20.1. each person, firm or incorporated body identified in the schedule as an insured of any such firm or incorporated body;

3.21. **"Joint Venture"** means an undertaking (regardless of what it is called) that the insured carries on together with someone else who is otherwise covered under this policy.

3.22. **"Known Circumstance"** means any fact, situation or circumstance that:

3.22.1. an insured was aware of at any time before this policy began or before this policy was amended/endorsed; or

3.22.2. a reasonable person in the insured's professional position would have been aware of, at any time before this policy began or before this policy was amended and/or endorsed.

3.23. **Limits of Indemnity**

3.23.1. This is the amount payable, inclusive of any legal costs, legally recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any one occurrence or series of occurrences with the one original cause or source that will not exceed the limit of indemnity as contained in the schedule.

3.24. **"Legal person/s or entities"** means any legal person including both public and private companies; close corporations (while they are still recognized); trusts; voluntary associations or any entities recognised as such by legislation including joint ventures between legal *personae*

3.25. **"Occurrence"** means an Event or series of events arising out of one original source.

3.26. **"Policy"** means this insurance policy which is made up of:

3.26.1. the policy document;

3.26.2. the schedule to this policy;

3.26.3. the endorsements, if any, contained in the schedule;

3.26.4. the information given to KEU by or on behalf of the insured in the proposal and any other way.

3.27. **"Policy Limit"** means the limit stated in the schedule as the total sum insured.

3.28. **"Principal"** means a sole practitioner, a partner of a firm, a member of a Close Corporation; a director of a company or a member of a Voluntary Association, which Firm; Company; Close Corporation; Association is covered by this policy.

3.29. **"Premium"** means the amount payable by the Insured prior to Inception of the Policy.

3.30. **"Professional Services"** means advice given or work done or any actions taken by the Insured when functioning in any capacity involving special skill or knowledge related to the Insured's business activities stated in the schedule.

3.31. **"Proposal"** means the written proposal form together with any supplementary material completed by or on behalf of the insured, which was given to KEU, and relied on by KEU to give effect to this policy.

3.32. **"Public Loss Adjusters"** means an insurance claims adjuster who is an advocate for the insured in appraising and negotiating a first party insurance claim.

3.33. **"Renewal Period"** means a period of 12 (twelve) consecutive months as shown in the Schedule.

3.34. **"Renewal date"** means the first day of a period of 12 (twelve) consecutive months as shown in the Schedule.

3.35. **"Schedule"** means the annexure forming part of this Policy.

3.36. **"Service Agreement"** means an agreement between a service provider such as a caterer, and end user, such as the insured. It essentially defines the level of service that is expected from the service provider.

3.37. **"Specific Cover Limits"** means the limit in the aggregate stated in the insurance cover for each of the matters listed in the schedule under **"Specific Cover Limits"**.

3.38. **"Sub-contractor"** means an independent contractor/service provider/outsourcer whether either a natural or legal person, not being an employee of the insured, who takes responsibility for a portion of a contract in order to organise the event, from the Insured.

3.39. **"Terrorism"** means any act, or preparation in respect of an action, or threat of action designed to influence the government *de jure* or *de facto* of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) *de jure* or *de facto*, and that:

3.39.1. involves violence against one or more persons; or

3.39.2. endangers life other than that of the person committing the action; or

3.39.3. creates a risk to health or safety of the public or a section of the public; or

3.39.4. is designed to interfere with or to disrupt an electronic system.

3.40. **"Temporary Structures"** means a light or sometimes heavy, usually open building or structure, which can be used for shelter, concerts, exhibits, pedestrian crossings and the like, to be held at the venue, erected by the event organiser or on its instruction including but not limited to marquees; tents; stands; stages; exhibition stands and the like.

3.41. **"Territorial Limits"** means the area's within the Republic of South Africa that this policy will be enforceable for events and causes of action resulting therefrom, unless otherwise specified in the schedule.

3.42. **"The Venue"** means any place where the organised event, takes place which forms the subject of this policy.

3.43. **"Us/Our/We"** means **KEU Underwriting Managers (Pty) Limited** underwriting on behalf of **Centriq Insurance Company Ltd.**

3.44. **"Volunteer"** means an unpaid, freewill or voluntary worker.

3.45. **"You/Your/Insured"** means the party/s noted in terms of the schedule as being the insured covered in terms of the policy.

4. THE PROPOSAL

4.1. The completed proposal we were given by or on behalf of the insured before the policy commence.

5. COVER UNDER THIS POLICY

5.1. Subject to the general terms and conditions and/or provisions and the prior payment of the premium by or on behalf of the insured and the receipt of the premium by us, we agree to indemnify or compensate the insured by payment in respect of damages or injury for which the insured may become legally liable to pay to third parties during the period of insurance and as otherwise provided under this policy bearing in mind the wording to the sums insured, limits of indemnity, compensation and other amounts specified.

5.2. The civil liability we provide cover for in this policy, includes the following types of civil liability claims arising out of the conduct of professional services:

5.2.1 Breach of a duty of care.

5.2.2 Unintentional defamation.

5.2.3 Loss of or damage to documents that were in the insured's physical custody or control at the time of loss or damage.

5.2.4 Delictual liability only, in the event of a breach of warranty of authority committed, by or on behalf of the insured, in good faith and in the belief that appropriate authority was held.

5.3. We also pay in addition to the policy limit (but only up to an amount equal to the policy limit) claim investigation costs.

5.4. <u>We only pay these, however, if either:</u>

5.4.1 we incur them; or

5.4.2 the insured incurs them after first obtaining our permission in writing and these costs and expenses are in our view reasonable and necessary.

5.5. We are not obliged to defend, or to continue to defend, any claim (or covered claim) or pay, or continue to pay any costs or expenses associated with such defence, once the policy limit has been exhausted.

5.6. We will under no circumstances pay for any costs associated with the appointment of public loss adjusters.

5.7. We also pay all reasonable and necessary costs incurred by the insured at our request in the preparation of a defence to a claim covered by this policy up to an aggregate amount of R10 000 (ten thousand) (which is included within and not in addition to the policy limit) in respect of all claims covered by the policy.

5.8. If we elect not to take over and conduct the defence or settlement of any claim, we will pay all claims investigation costs provided that:

5.8.1 we have not already denied indemnity under the policy; and

5.8.2 our written consent is obtained prior to the insured incurring such claims investigation costs (such consent not to be unreasonably withheld).

5.9. We reserve the right to recover any claims investigation costs paid under this section from the insured or others covered by this policy:

5.9.1 if the insured makes an admission in writing of any fraudulent, dishonest, malicious or intentional misconduct; and

5.9.2 in the event and to the extent that it is subsequently established by judgment or other final adjudication that the insured was not entitled to cover under this policy.

5.10. We also cover Employees of the insured in respect of civil liability arising from the performance of the professional services, but not in respect of damages suffered:

5.10.1 by them in their personal capacities, unless specifically noted to be included in the Policy Schedule or;

5.10.2 claims or losses that arise from dishonest, fraudulent, criminal or malicious acts, omissions or breach of fiduciary duty by such employees.

5.11. We cover most mergers and acquisitions where entities (practising in the same professional discipline as the professional services) are merged with or acquired by the insured while this policy is in force. This cover is only for a maximum of 30 (thirty) days from the date of the merger or acquisition (or until the policy expires whichever is sooner). We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive date for such cover is deemed to be the date of the merger or acquisition by the insured unless we agree otherwise in writing. We only provide cover to the person, firms or incorporated bodies, if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the claim or circumstance to us:

5.11.1 to be bound by this policy; and

5.11.2 to be liable jointly or individually with the insured, for paying the excess (or any other payment due to us under this policy) in respect of any cover provided to them under this policy.

5.12. **The Policy Limit**

5.12.1 The policy limit applies to any one claim and/or aggregated claims including all subsections in this policy.

5.12.2 The policy limit does not increase if there is more than one person, firm or incorporated body insured under this policy, or if more than one insured person causes or contributes to the claim.

5.13. **Specific cover limits**

5.13.1 Should a claim be formulated in terms of this Policy, all the sub-limits of insurance cover in terms of this policy will be dealt within the aggregate and accordingly form part of the total sum insured in terms of this policy and will not be dealt with in isolation.

6. PERIOD OF THIS POLICY

The period of this policy is the period from the start date of this policy to the last date, as shown on the Schedule.

7. CLAIMS

7.1 *Claims preparation Costs*

7.1.1 We will compensate you for any reasonable costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have.

7.2 *Claims settlement basis*

7.2.1 We may decide to compensate you by any one or more of the following methods

7.2.1.1 repairing;

7.2.1.2 replacing;

7.2.1.3 paying cash; or

7.2.1.4 any combination of these.

7.2.2 Our compensation is limited to the amount shown in the Schedule less any excess as shown in the Schedule. If we replace or repair, we will not be obliged to do so exactly but only as circumstances reasonably allow.

7.2.3 If we repair or replace any loss or damage, we may use any supplier or repairer of our own choice.

7.2.4 Before we finalise or settle any claim, we may require you to sign an agreement of loss.

7.3 *Claims Procedure*

7.3.1 The insured must tell us in writing about a claim or loss as soon as reasonably possible after the insured becomes aware of the claim or the incident or should have become aware of the claim. If this is not done, the insured's right to cover under this policy may be affected.

7.3.2 When an occurrence that may result in a claim happens, the insured will (at their own expense):

7.3.2.1 give us notice of the occurrence of which the insured should reasonably be aware and provide particulars of any other insurance covering such occurrence;

7.3.3 You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

7.3.3.1 within 30 (thirty) days after becoming aware of the occurrence submit full details in writing of the occurrence and give us such proof, information and sworn affidavits as we might require and submit same to us.

7.3.4 The insured will immediately, but within no less than 10 (ten) working days, forward to us any legal notices or claims or any communication relating to the occurrence such as summonses, writs, or any other legal processes issued or commenced against the insured in connection with the occurrence giving rise to a claim.

7.3.5 We will be entitled to reject any claim under this policy if the insured fails to comply with any material provision of this policy and fails, when given adequate notice to do so, to provide any assistance reasonably required by us to reclaim any amounts paid out in terms of this policy. The effect of such rejection, will be *inter alia*, that all of the benefits under this policy will be forfeited.

7.3.6 We must be notified of any claim made against the insured within 30 (thirty) days of receipt of such claim. If not, we will have a right to reject the claim and the insured will not be entitled to any indemnity.

7.3.7 No claim will be payable unless the insured claims payment by issuing and serving legal process on us within 180 (one hundred and eighty) days of any claim being rejected or by us and a competent court orders us to pay.

7.4 *Supplementary Payments*

7.4.1 With respect to the indemnity provided by this policy we will:

7.4.1.1 defend, in the insured's name or our own and on the insured's behalf, any claim or suit against the insured or us alleging such personal injury or property damage and seeking damages on account thereof even if any of the allegations contained in such claim or suit is groundless, false or fraudulent and we may further investigate, negotiate and settle any claim or suit as is deemed expedient;

7.4.1.2 pay all reasonable charges, expenses and legal costs recoverable from or awarded against the insured in any such claim or suit and all interest accruing on our portion of any judgment that does not exceed the policy limit;

7.4.1.3 pay reasonable expenses, other than loss of earning, incurred by the insured, at our request in assisting us in the investigation or defence of any claim or legal action;

7.4.1.4 pay reasonable expenses incurred by the insured for the first aid rendered to others at the time of an occurrence for personal injury;

7.4.1.5 pay legal costs incurred by the insured with our consent for representing the insured at any coronial inquest or inquiry or any court of summary jurisdiction;

7.4.2 We will do this provided that:

7.4.2.1 we will not be obliged to pay any claim or judgment or to defend any suit after the policy limit has been exhausted by payment of judgments or settlements.

7.5 *Insurer's rights after an event*

7.5.1 Upon the happening of any occurrence in respect of which a claim is or may be made under this policy, we and every person authorised by us, including attorneys, assessors and the like, may, without incurring any liability and/or diminishing any of our rights, rely on any condition of this policy to:

7.5.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. The insured will not be entitled to abandon any property, but will be obliged to surrender it to us at our request if practical and reasonably possible to do so;

7.5.1.2 insist that the insured keep and hold in safe custody any movable property which might be relevant and which tends to prove or disprove liability in the prosecution of the claim or any subsequent claim formulated by us.

7.5.1.3 take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. However no admission, statement, offer, promise, payment or indemnity will be made by the insured without our written consent.

7.5.1.4 You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.

7.5.2 The insured will at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we will be, or could become, subrogated upon indemnification of the insured whether such things will be required before or after such indemnification.

7.5.3 In respect of any section of this policy under which an indemnity is provided for liability, we may, upon the happening of any occurrence, pay the insured the limit of indemnity provided in respect of such occurrence or any lesser sum for which the claims arising from such occurrence can be settled and we will thereafter not be under further liability in respect of such occurrence.

7.5.4 You will be obliged to provide us with a detailed incident report supported by whatever relevant and necessary documentation might be necessary under the circumstances to enable us to assess the claim properly.

7.6 *Fraud or wilful acts*

7.6.1 You will lose all rights to claim under this policy if:

7.6.1.1 a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or

7.6.1.2 a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement, knowledge or consent or anyone acting on your behalf or under your direct control; or

7.6.1.3 information or documents in support of a claim, whether created by you or on your behalf or by an individual under your direct control, is not true, is not complete or is fraudulent; or

7.6.1.4 the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf or under your direct control.

7.6.2 The terms, specific conditions, general conditions and provisions of this policy will apply strictly and any breach thereof will render voidable the policy or alternatively, we can refuse to pay any claim in terms of the policy at our sole discretion.

7.7 *Insured's right to contest*

7.7.1 If an insured elects not to consent to a settlement that we recommend and wants to contest; defend or continue the legal proceedings, then we only cover the insured (subject to the policy limit) for:

7.7.1.1 the amount we could have settled for; less

7.7.1.2 the relevant excess listed in the schedule; plus

7.7.1.3 the claim investigation costs calculated to the date the insured elected not to consent to the settlement.

7.8 *Time Limits*

7.8.1 If we reject a claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 180 (one hundred and eighty) days from the date of such communication, make written representations or institute legal proceedings against us.

7.8.2 We are not liable after 36 (thirty six) months from the date of the event that gives rise to a claim, unless the claim is the subject of court action or arbitration for amounts for which you may become legally liable.

8. EXCLUSIONS

8.1 Unless specifically so noted in the schedule, we will not indemnify you in respect of liability directly consequent upon, or by, or in connection with injury to any person employed by the insured or in an apprenticeship and arising from and in the course of such employment with the insured.

8.2 We will not indemnify the insured in respect of any liability relating directly consequent upon or by or in connection with damage to:

8.2.1 property belonging to the insured;

8.2.2 property in the custody or control of the insured including property belonging to any partner, director or employee of the insured. This includes all equipment and property specifically hired to host or present the event for which you are responsible

8.2.3 claims for the cost of physical modifications to the premises, plant or equipment owned or occupied by the insured

8.2.4 the negligence of subcontractors or service providers of the insured; unless specifically noted to be included as per the Policy Schedule

8.2.5 damage as a result of the wilful misconduct, act or omission of volunteers;

8.2.6 damages to the venue(s) as described in the schedule, unless otherwise specified and noted in terms of the schedule and subject then to a pre- event and post - event inspection of the venue being conducted according to our specification;

8.2.7 unless otherwise specified in the schedule, to that part of any property on which the insured is or have been working such as the field; walls; pitch; grass or any surface

8.2.8 area of the venue, if such damage results directly from such work and if so noted in the schedule, subject then to a pre- event and post event inspection of the venue being conducted according to our specifications;

8.2.9 liability consequent upon injury or damage directly caused by or through or in connection with:

8.2.9.1 any advice or treatment of a professional nature (other than first - aid treatment) given or administered by or at the direction of the insured; unless specifically endorsed to be included.

8.2.9.2 any liability dealt with in the ROAD ACCIDENT FUND or any of its predecessors in title or any subsequent and similar legislation dealing with the same type of liability.

8.2.9.3 furthermore, the ownership, possession or use by, or on behalf of the insured of any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, DRONES or similar aerial devices and rolling stock whilst being used by the insured or a third party will not be covered.

8.2.9.4 Any physical damage to any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, aerial devices or rolling stock whilst being used at an event, however caused

8.2.9.5 the ownership, possession, maintenance, operation or use of aircraft or an airline, hot-air balloon and all and any other aerial devices.

8.2.9.6 goods or products (including containers and labels) sold or supplied that is happening elsewhere other than the premises occupied by the insured;

8.2.9.7 any defect or error or omission from work that occurs after completion and handing over of such work.

8.2.9.8 unintentional; dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this policy;

8.2.9.9 vibration or by the removal or weakening of or interference with support to any land, building or other structure.

8.2.9.10 liability assumed by Policy (other than under the insured's own standard terms and conditions) as long as it has been accepted by us in writing, more specifically described as:

8.2.9.11 pollution or contamination, provided always that this exception will not apply where such seepage, pollution or contamination is caused by sudden unintended and/or an unforeseen occurrence; and/or

8.2.9.12 the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances unless the seep-age was unintended and was as a result of an unforeseen occurrence.

8.2.9.13 fines, penalties, punitive, exemplary or vindictive damages, whether contractual; delictual or legislative

8.2.9.14 intoxicating drugs and/or alcohol where a person has injured themselves due to their own intoxication

8.2.9.15 Unless included in the schedule, we will not cover any injury, damage or loss that was caused by an animal.

8.2.9.16 We will not be held liable for any person or third party contracting the Acquired Immune Deficiency Syndrome ("AIDS"), Hepatitis B, and Hepatitis C in any form whatsoever.

8.2.9.17 pyrotechnics, fireworks and related activities;

8.2.9.18 defamation, libel, slander or breach of copyright including the misuse of computer software;

8.2.9.19 asbestos and silicosis in whatsoever form or quantity;

8.2.9.20 consequential economic or pecuniary loss;

8.2.9.21 any form of performance, surety, credit or financial guarantee

8.2.9.22 assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the insured; or any

8.2.9.23 injury to members of the public attending the event, including sexual assault, sexual harassment, sexual molestation or rape, unless it is found by a competent court that the insured was negligent in not providing sufficient protection to the public in order to avoid such injury.

8.2.9.24 or indirectly caused by:

8.2.9.24.1 an interruption event including but not limited to civil commotion, labour disturbances, riot, strike, lockout, or public disorder or any act or activity that is calculated or directed to bring about any of the aforegoing, unless it is found by a competent court that the insured was negligent in not providing sufficient protection in order to avoid such damages from this cause.

8.2.9.24.2 war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;

8.2.9.24.3 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege; or

8.2.9.24.4 Terrorist actions, insurrection, rebellion or revolution;

8.2.9.25 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

8.2.9.26 any act that is calculated or directed to bring about injury or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial,

8.2.9.27 local or tribal authority, or for the purpose of inspiring fear in the public of any section thereof;

8.2.10 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in the abovementioned sections.

8.2.11 alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking)

8.2.12 Foreign Courts Claims: this policy does not cover any action first brought in a court outside of the Republic of South Africa or any action brought in a court within the Republic of South Africa to enforce a judgment handed down in a court outside of the Republic of South Africa.

8.2.13 Punitive and Exemplary Damages Claims. These claims include:

8.2.13.1 claims for punitive, aggravated or exemplary damages for fines or penalties,

8.2.14 Intentional Damages. These claims include:

8.2.14.1 claims arising from acts, errors or omissions by the insured or any person entitled to indemnity under this policy with the intention of causing a third -party loss, damage or injury, or with reckless disregard for the consequences; or

8.2.14.2 Any wilful breach of any statute, policy or duty by an insured or any person entitled to indemnity under this policy.

8.2.15 De-registration: Insofar as the insured is required by law to maintain a statutory registration in order to be entitled to practise or provide the professional services, claims arising from acts, errors, or omissions by or on behalf of the insured subsequent to the cancellation or suspension of such statutory registration.

8.3 Unless otherwise provided, nothing in this policy will give any rights to any persons other than the insured. Any extension providing indemnity to any person other than the insured will claim on behalf of such person/s. The receipt of the insured will in every case be a full discharge to us.

8.4 If alleged that, by reason of this exception, injury or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

8.5 If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event, the policy will automatically lapse and if continuous cover is required additional premiums will become payable for a new policy.

9. EXTENSIONS

9.1 The following extensions are deemed to be included (only if so stated in the schedule) and will be subject to the relevant indemnity limits and excesses as stated in the schedule as well as be subject to the same terms and conditions and/or provisions contained in this policy, provided that the aggregate liability limit of cover does not exceed the limit of the indemnity as stated in the schedule (whether any extension applies or not):

9.1.1 If the insured requests it, we will indemnify the insured against costs for which the insured who will become liable to pay to employees and/or third parties for immediate **emergency medical** treatment howsoever caused as may be necessary up to the limit of indemnity stated in the policy schedule. This section is payable immediately upon an accident but will cease as soon as the injured party has arrived at a medical facility.

9.1.2 If the insured requests it, we will indemnify the insured against damages for which the insured might become liable to pay for any **employee, partner or director** of the insured against costs and expenses incurred by or on behalf of such person with our written consent, in the defence of any action brought against such person in the course of his/her occupation with the insured arising from an alleged contravention of legislation, such consent to be given by us on the basis of specific terms and conditions.

9.1.3 If the insured has requested it, we will indemnify the insured only and the persons mentioned in the schedule responsible for the erection of the **temporary structure** if an injury or damage at the venue is directly caused by the collapse of the temporary structure for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.4 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by the supply of **food or drink** for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.5 If the insured has requested it, we will indemnify the insured against loss, damage or injury directly caused by **spread of fire**, but not fire to the venue itself or any property in the care; custody or control of the insured, for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.6 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by-

9.1.6.1 any loss, damage or injury directly caused to any person whilst **participating** in and during an insured sporting event up to the limit of indemnity in terms of the policy stated in the Schedule

9.1.6.2 assault or battery committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or be placed in custody by the police or a law enforcement officer.

9.1.6.3 injury, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of an investigation of acts of shoplifting or theft or defamation including defamatory statements, whether written or verbally made by the insured.

9.1.7 **Statutory Legal Defence Costs** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of the insured or any employee, partner or director of the insured with our consent in the defence of any prosecution of the insured or any employee, partner or director of the insured arising from an alleged contravention of any statute in the course of the business during the period of insurance.Provided that:

9.1.7.1 in the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed.

9.1.7.2 we shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon.

9.1.7.3 such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

9.1.8 **Wrongful arrest and defamation** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against damages:

9.1.8.1 resulting from wrongful arrest (including assault in connection with such Wrongful arrest);

9.1.8.2 in respect of defamatory statements whether written or verbal; provided always that the limits of indemnity shall not exceed the amount stated in the schedule.

10. OTHER INSURANCE

10.1 The insured must immediately advise us in writing of any insurance already affected or which may subsequently be affected covering in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this policy.

10.2 If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

10.3 Unless otherwise noted in the schedule, where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, provided that our aggregate liability does not exceed the limit of the indemnity stated in the schedule.

10.4 Subject to it being noted differently in the schedule, and save for as provided for in terms of this clause 10, we will also not cover any insured in the event of any co-insured proceeding with litigation against a fellow co-insured for any cause of action covered in terms of this policy.

11. INFORMATION THAT AFFECTS THE RISK

11.1. We may declare the whole or any part of this policy invalid if you have not given us all the details that affect the risk; or

12. THE EXCESS

12.1. We only cover the insured (up to the policy limit) for that part of the covered claim above the excess.

12.2. The insured must pay only one excess for all covered claims or losses covered by this policy arising from the same claim.

12.3. Should a claim arise from various incidents occurring at the same event, an excess shall apply in respect of each incident.

13. LOSS PREVENTION

13.1. The insured shall, as a condition to cover under this policy, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any claim or loss that may be covered under this policy.

14. GENERAL PROVISIONS

14.1. The insured may not cancel the policy and reclaim premiums paid after written acceptance has been received from us, except following the cancellation of the insured event.

14.2. Before this policy came into effect, we were provided with information by or on behalf of the insured in the proposal. We have relied on this information to decide whether to enter into this policy and on what terms.

14.3. If any of that information is wrong or false, it may affect entitlement to cover under this policy.

14.4. This policy is in force for the period of insurance stated in the Schedule.

14.5. If full payment of the gross premium as stated in the schedule is not made, there is no cover.

15. GENERAL PROVISIONS - CLAIMS

15.1. Any claim made in writing against the insured as a result of an occurrence reported in terms of the (herein termed occurrence) will be treated as if it had first been made against the insured on the same day that the insured reported such occurrence to us.

15.2. The insured must give notice to us of any fact, occurrence or circumstance that materially changes the assessment of the risk and premium charged at the time when the policy was effected. Failure to notify us will render the policy void, alternatively, we will not have to pay out a claim, the choice of which will be at our sole discretion.

15.3. We do not provide cover for any of the following claims, (or losses or liabilities) or any associated costs:

- 15.3.1 known claims and known circumstances that include:
  - 15.3.1.1 known claims (or losses) as at the inception date of this policy; or
  - 15.3.1.2 claims (or losses) arising from a known circumstance; or
  - 15.3.1.3 claims (or losses) directly or indirectly based upon, attributable to, or in consequence of any such known circumstance or known claims (or losses); or
  - 15.3.1.4 claims (or losses) disclosed in the proposal or arising from facts or circumstances disclosed in the proposal; or
  - 15.3.1.5 to the extent that the policy is endorsed or amended mid-term, for any claim that arose from a known circumstance (as set at the effective date of the amendment / endorsement) to the extent that the claim would not have been covered by the policy before such amendment/endorsement.

15.4. If there is any fact or misstatement in the proposal that relates to an insured, we do not attribute it to any other insured, for the purposes of this policy, unless the insureds were aware of the misstatements.

15.5. In the event of amounts recoverable from us being delayed, pending finalisation of any claim, payment on account may be made to the insured, if required, at our sole discretion.

15.6. ***Specific Conditions***

15.6.1 It is warranted by the insured that it will fully comply with all and any legislation relating to the organising of the event forming the subject of this policy, as contained in the various relevant acts; regulations and ordinances that might be applicable from time to time and the insured warrants further that it has taken all steps to comply therewith for purposes of this policy and for the holding of the event.

15.6.2 Any non- compliance with such legislation could void our liability under this policy.

15.7. ***Jurisdiction***

15.7.1 This policy is governed by the law of the Republic of South Africa whose courts will have sole jurisdiction for the adjudication of any dispute that might arise in terms of this policy.

Cancellation or Lapsing of the Policy

15.7.2 In the event of cancellation or Lapsing of the policy:

15.7.2.1 Any claim resulting from a reported occurrence, first made in writing against the insured during the 6 (six) months immediately following the cancellation will be treated as having been made against the insured on the same day that the insured reported the occurrence. If the claimant is a minor, the period of 36 (thirty six) months will be extended until the expiry of 12 (twelve) months after the attainment of the majority of the claimant.

15.7.2.2 such reported occurrence happened during the period that the insured held insurance with us; and that

15.7.2.3 any subsequent claim reported in writing against the insured as a result of such occurrence will be treated as if it had first been reported on the last day preceding the cancellation and is subject to, the 6 (six) month period and extended period of 36 (thirty six) months if the claimant is a minor as more specifically set out in clause 15.7.2.1 above.

15.7.3 Any series of claims made against the insured in writing by one or more than one claimant during any period of insurance consequent upon one occurrence or a series of occurrences with one original cause or source will be treated as if they all had been made against the insured:

15.7.3.1 on the date that the occurrence was reported in writing by the insured in terms of the general conditions; or

15.7.3.2 If the insured was not aware of any occurrence that could have given rise to a claim, on the day that the first claim of the series was reported in writing against the insured.

15.7.4 It must be clearly noted that if the policy was cancelled or lapsed due to non-payment of premium or due to any breach on behalf of you or any party noted as the Insured then no cover will be effective for any part or period.

15.8. **Amendments to conform to Law**

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

KEU

UNDERWRITING MANAGERS (PTY) LTD

DISCLOSURE DOCUMENT

IMPORTANT – PLEASE READ CAREFULLY (This notice does not form part of the insurance contract or any other document.)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1. Financial Advisory & Intermediary Services Act No. 37 2002 "FAIS Act"

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Service Provider for further assistance.

2. About the Financial Advisor (Broker) /Intermediary

Name:	*RISK BENEFIT SOLUTIONS (PTY) LTD*		
Company Registration Number:			
FSP Number:	*4903*		
Postal Address:	*PO BOX 449, CAPETOWN, 8000*	*Physical Address*	*1ST FLOOR, SOHO ON STRAND, 128 STRAND STREET, CAPE TOWN, 8001*
Tel Number:	*021 443 4400*	*Fax Number:*	*021 443 4444*
Email:	*Davidz@rbs.co.za*	*Website:*	*www.rbs.co.za*

Legal status of your Financial Advisor/ Intermediary

This information must make it clear which entity accept responsibility for the actions of the broker or representative who advised you.

3. Details of your Underwriting Management Agent (UMA)/ Binder Holder

KEU Underwriting Managers (PTY) LTD, Company Registration No 2013/209781/07

"Authorised Financial Services Provider Licence No. 5076"

Category Licence: Short-term Insurance – Commercial and Personal Lines (advice and intermediary services)

Physical Address:	*Postal Address:*
88 Monkor Road, Randburg, 2125	*Postnet Suite 125, Private Bag X10030, Randburg, 2125*

Telephone: 0861 00 00 90 Fax: 0861 00 00 30 Email: info@keu.co.za / www.keu.co.za

We accept liability for all financial advice and or intermediary services provided by our representatives, which services may be provided under supervision. All representatives appointed by us meet the regulatory Fit and Proper standards.

- *We act in terms of a Binder Holder Agreement with the Insurer and receive a binder fee of not more than 10 to 15% of the gross premium from the Insurer.*
- *We do not hold shares in the insurer and we did not receive more than 30% of our total remuneration from the insurer in the last 12 months.*
- *Our Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. Our policy Number is P51 004430.*
- *We are not required to hold any IGF cover as we do not collect any premium from policyholders.*
- *"Our Intermediaries earn commission of 12.5% in respect of Motor business and a structured commission between 10% and 20% in respect of Non-Motor business on the gross premium shown in the policy schedule.*
- *Our Conflict of interest policy is available on our website at www.keu.co.za*

Details of our Compliance Officer:

Omega Compliance Solutions (Pty) Ltd, Reg No 2019/137901/07

Physical Address:	*Postal Address:*
Ground floor, Lakeview House, Constantia Office Park, Corner 14th Avenue and Potgieter Street, Weltevreden Park, Roodepoort, 1709	*PO Box 3368, Pinegowrie, 2123*

Contact details: (info@omegacs.co.za, 011 678 2533)

The Compliance Officer is Mr B Thomas who is contactable at the numbers above.

- *Complaints should be written, emailed or faxed to KEU offices and a copy thereof forwarded to the Compliance Officer at the address and fax number noted above.*

4. Details of your Insurer

Centriq Insurance Company Limited (The Insurer), Company Registration No 1998/007558/06, Financial Services Provider No 3417
Category Licence: Short-term Insurance – Commercial, Life and Personal Lines (advice and intermediary services)
Physical address: *Postal address: PO Box 55674, Northlands, 2116*
The Oval, Second Floor, West Wing,
Wanderers Office Park, 52 Corlett Drive,
Illovo, 2196
Telephone Number: 011 268 6490 Fax Number: 011 268 6495 E-mail: info@centriq.co.za / www.centriq.co.za
The Compliance Officer is assisted by Compli-Serve (Pty) Ltd, who is contactable at the numbers above and email below.
Email: compliance@centriq.co.za
The Claims Manager is contactable at the numbers above and email below.
Email: claims@centriq.co.za
In the event of a complaint, please contact.
Email: faiscomplaints@centriq.co.za / claimscomplaints@centriq.co.za
The Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. The policy Number is P51 004430.

We accept liability for all financial advice and or intermediary services provided by our representatives, which services may be provided under supervision. All representatives appointed meet the regulatory Fit and Proper standards.

5. Extent and nature of premium obligation

- *The premium and all accompanying charges are detailed on your policy schedule. The type of policy is described on the document attached.*
- *Payment method:*

Once-off risks:	*Premium payment is due prior to the inception of cover.*
Annual policies:	***IGF intermediaries** – Payment of premium is due within 15 days from the end of the month of collection.*
	***Cash intermediaries** – Payment of premium is due at inception of cover.*
	***Monthly payments or debit order payments** – Final instalment of current period of insurance is due 30 days prior to the renewal date of the upcoming period as stipulated in the policy schedule.*

- *Consequence of non-payment:*

The premium must be paid by the due date. Where such premium is by monthly debit order, the onus will be on you to ensure that the monthly premium is met by the financial institution and should you fail to pay any monthly premium or annual premium within 15 days of the due date, no claim shall be payable to you and the cover will be cancelled.

6. Other matters of importance

- *You must be informed in the event of any material changes to the information referred to in point 1, 2 and 3 above.*
- *If the information in point 1, 2 and 3 was given orally, it must be confirmed to you in writing within 30 days for annual policies or within 2 working days for once-off risks.*
- *If any complaint is not resolved to your satisfaction by the intermediary and/or insurer, you may submit the complaint to the Short-term Insurance Ombudsman whose address appears at the foot of this notice.*
- *A polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.*
- *If premium is paid by debit order:*
  - *– it may only be in favour of one person and may not be transferred without your approval; and*
  - *– your insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.*
- *Your insurer and not the intermediary must give you reasons in writing in the event of a claim being repudiated.*
- *Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.*
- *You are entitled to a copy of the policy free of charge.*

7. How to Institute a claim

- *Complete the appropriate claim form (available from your intermediary or KEU Underwriting Managers (Pty) Ltd) and forward to your insurer or intermediary.*
- *The incident giving rise to the claim must be notified to a police station within 24 hours and lodged in writing with your insurer within 30 days of occurrence.*
- *The office of the insurer is the branch address specifically marked on the attached schedule.*
- *Do not admit liability or negotiate with any person. Have your vehicle towed to a safe place.*
- *Note down the names and addresses of any witnesses.*
- *If you receive a summons or notice of impending legal action, notify your insurer immediately and forward any documentation to your insurer.*
- *Do not give any instruction to repair unless your insurer has approved it.*

8. Warning

(a) Do not sign any blank or partially completed forms.
(b) Complete all forms in ink
(c) Keep all documents handed to you

(d) Make note as to what is said to you
(e) Don't be pressurized to buy the product
(f) Study the policy with care immediately once it is received. If you have any uncertainties, discuss these with your insurer or intermediary. Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance

9. Name, class or type of policy

Full details about the name, class and type of policy involved are reflected on your policy schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.

10. Particulars of:

Sasria Soc Limited	***The FAIS Ombud***
Company Registration Number: 1979/000287/06 *FSP Number: 39117* *PO Box 653367, Benmore, 2010* *Physical address: 36 Fricker Road, Illovo, Sandton, 2196* *Tel: +27 11 214 0800 / 086 172 7742* *Fax: 011 783 0781 / 086 172 7329* *Email: info@sasria.co.za* *Website: www.sasria.co.za* *Details of the compliance department: contactus@sasria.co.za*	*P O Box 74571, Lynwood Ridge, 0040* *Physical Address: Sussex Office Park, Ground Floor, 473 Lynwood Road, Cnr Lynnwood Road and Sussex Avenue, Lynnwood , 0081* *Tel: 012 470 9080* *Fax: 012 348 3447* *Email info@faisombud.co.za* *Website: www.faisombud.co.za*
Short-term Insurance Ombudsman	***Registrar of Short-term Insurance***
Physical address: 1 Sturdee Avenue, Cnr Bolton and Baker roads, First Floor, Block B, Rosebank *Tel: 011 726 8900* *Fax: 011 726 5501* *Email: info@osti.co.za* *Website: www.osti.co.za*	*PO Box 35655, Menlo Park, 0102* *Physical address: Riverwalk Office Park, Block B, 41 Matroosberg Road, Cnr Garsfontein and Matroosberg Roads, Ashlea Gardens' Ext 6, Menlo Park, Pretoria, 0081* *Tel: 012 428-8000* *Fax: 012 347-0221* *Website: www.fsb.co.za*

20364

Internal Contract Administration Form

Directorate:	Safety & Security - Events
This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance before submission to the ED's office.	

Agreement with:	Reason / Name of Event:
Worldsport SA Pty (Ltd)	**52 Super Series**

Department:	✔
Events	✔

Agreement Type:	✔
Service Level Agreement	
Sponsorship Agreement	✔
Section 67 Cash Transfer Agreement	
Consultant	
Rental Agreement	
Film Agreement	
Host City Agreement	
City Services Agreement	
Other	
If other, indicate type of agreement:	

Agreement Status:	Name of Legal Advisor:	Proof attached ✔
Vetted by Legal Services	Philiswa Qalazive.	✔
Unvetted		

Contract compliance checks:		✔
Before ED signs, ensure steps 1, 2 and 3 are completed		
1.	Signed and dated by EO / other party	✔
2.	Two witnesses	✔
3.	Each page initialled by all of the above	✔
4.	Rights Package	✔
5.	Business Plan	✔
6.	Approval	✔
7.	Public Liability	✔
8.	Constitution (if applicable)	—
9.	Signature Authorisation Letter (if applicable)	—
10.	Final check by Rowelna Williams P.P L. COX 01/06/20	
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020
SIGNATURE: ....

Name of Manager/ Prof Officer	Signature	Date
Yolande Quinton	[signature]	2020-06-01

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Philiswa Qalazive
Legal Adviser

T: +27 21 400 2394 **F:** +27 21 400 5921
E: Philiswa.Qalazive@capetown.gov.za
Ref: 16/1/1/8/899

FINALISATION LETTER

Date: 12 March 2020

To: Executive Director: Safety and Security

IN RE: 52 SUPER SERIES CAPE TOWN

Dear Sir / Madam

1. The finalised Agreement in respect to the reference above was furnished to yourself.

2. Legal Services was requested to vet and finalise the above Agreement. Client Department was provided with an opportunity to peruse the Agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.

3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security.**

4. Please ensure that every page of the Agreement is initialled (including the witnesses).

5. Kindly fill in the place and date whereby which this Agreement was signed.

6. **Ensure that all correct Annexures (including the Rights Package) are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**

7. Thereafter, be so kind to provide me with a signed copy of this Agreement, at your earliest convenience.

8. Thank you for your assistance herein.

Yours faithfully

Philiswa Qalazive
Legal advisor

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020
SIGNATURE: ....

SPEV 28/08/19 **52 SUPER SERIES CAPE TOWN – 29 FEBRUARY 2019, 6 MARCH 2020, 29 MARCH 2020, 4 APRIL 2020**

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R500 000 from the Events Budget and R500 000 from the Enterprise and Investment Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA; K LE KEUR

SPEV 29/08/19 **CHALLENGE CAPE TOWN – 8 – 10 NOVEMBER 2019**

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R250 000, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 30/08/19 **AFRICA TRAVEL WEEK (COMPRISING OF: WTM AFRICA, ILTM AFRICA, IBTM AFRICA, IBTM AFRICA, SETE)**

It was **RESOLVED** that the City **APPROVES** the event financially for 3-years within specific parameters for each year and that the Events Department negotiates the final amounts with the event organiser as per the meeting dated 20 June 2019.

It is thus **RESOLVED** that the final amounts for the event is as follows:

(a) the City **APPROVES** the event financially with an amount of R4 150 000 from the Events Budget for the 2019/20 financial year.

(b) the City **APPROVES** the event financially with an amount of R4 200 000, from the Events Budget for the 2020/21 financial year.

(c) the City **APPROVES** the event financially with an amount of R4 450 000, from the Events Budget for the 2021/22 financial year.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 31/08/19 **FIA WORLD RALLYCROSS – 9 – 10 NOVEMBER 2019**

The City has committed R2 500 000 to the 2019 FIA World Rallycross event. The 2019 event will be the 3rd edition of the event in Cape Town if it takes place. The City has for the past few months been in contact with IMG, the international organisation, who is the event organiser. Unfortunately, IMG had some challenges, in year one of the event they