



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

**EVENTS AGREEMENT
(Sponsorship Agreement)**

Made and entered into between:

CITY OF CAPE TOWN

And

**NETBALL SOUTH AFRICA
(with registration number: NPO - 116523)**

Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of **RECIPIENT** hereto. These clauses are of specific importance because they affect **RECIPIENT** right and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with these provisions in particularly clauses **7.1.2, 7.2.3, 7.3.4, 7.3.9, 7.3.13, 9.7, the entire clause 13, the entire clause 15, 18.3, 18.4, 19.3 and the entire clause 20** have specific importance for the **RECIPIENT**.

MS
MC

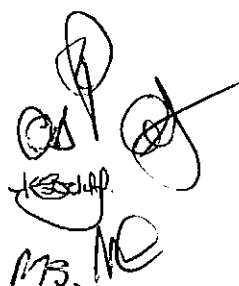
TABLE OF CONTENTS**PAGE**

1	Parties	4
2	Definitions	4
3	Preamble	7
4	Purpose and Guiding Principles of the Agreement	8
5	Duration of the Agreement	8
6	Variations to the Agreement	8
7	Obligations of the RECIPIENT	9
7.1	In respect of reporting	9
7.2	In respect of Compliance	9
7.2	In respect of the Event	9
8	Obligations of the City	11
8.1	Monitoring and Evaluation	11
8.2	CITY's Facilities and Services	11
9	Monitoring and Evaluation	12
10	Force Majeure	13
11	Dispute Resolution	13
12	Domicilium Et Executandi	14
13	Indemnity and Insurance	15
14	Breach Clause	17
15	No Fault Termination	18
16	General	18
17	Cession and Assignment	18
18	Intellectual Property	19
19	Confidentiality	20
20	Limitation of Liability	20
21	Nature of Relationship	21
22	Implementation and Good Faith	21
23	Jurisdiction	21
24	Costs	21
25	Signature	22

Handwritten signatures and initials in the bottom right corner. There are several overlapping signatures, including one that appears to be 'M.S.' and another that looks like 'RE'.

ANNEXURES

A	CITY services
B	Rights Package
C	Director's/Members Resolution
D	Business Plan


Handwritten signatures and initials, including a large signature and the initials "MB. MC".

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 by **Mr Richard Bosman** in his capacity as the **Executive Director: Safety and Security**; and

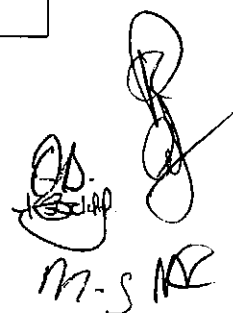
1.2 **NETBALL SOUTH AFRICA**, with registration number **NPO - 116523**, is a private company registered in accordance with the laws of South Africa, (hereinafter referred to as "**the RECIPIENT**") presented by **Ms Blanche De La Guerre** with Identity no: **530731 0116 086** in her capacity as Chief Executive Officer of the RECIPIENT, duly authorised hereto.

2. DEFINITIONS

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

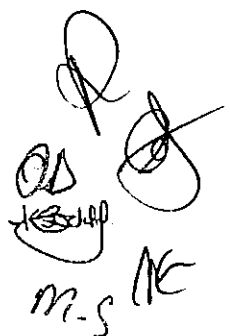
2.1.1	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure, this area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.3	"City Services" means all services rendered by the CITY to events;
2.1.4	"City's Financial Year" means the financial year of the CITY commencing on 1 July 2019 and ending on 30 June 2020;
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 the services are delivered by the City irrespective of the Signature Date;
2.1.7	"Completion Date" means the date that RECIPIENT has fulfilled all its obligations in terms of this Agreement or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	"Event" means the Africa Netball Championship which takes place on 16 – 23 October 2019 .
2.1.10	"Expenditure" means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.11	"Event's Organiser" means the RECIPIENT as described in clause 1.2 herein;
2.1.12	"Notice" means a written notice;
2.1.13	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.14	"RECIPIENT" means the Party described in 1.2 above;
2.1.15	"Signature Date" means the date on which this Agreement is signed by the Party signing last in time;
2.1.16	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.17	"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;
2.1.18	"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; and
2.1.19	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.



Handwritten signatures and initials, including a large signature and the initials 'M-S' and 'NR'.

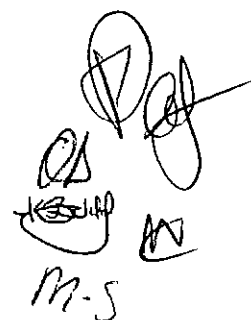
- 2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.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

Handwritten signatures and initials in the bottom right corner. There are several distinct marks, including what appears to be a large 'R' or 'P' at the top, and initials like 'MS' and 'NE' at the bottom.

- 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 supersedes the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, then the words shall prevail.

3. PREAMBLE

- 3.1 Africa Netball Championship is the continental competition consisting of countries around Africa including South Africa, Botswana, Namibia, Zambia, Zimbabwe, Malawi, Lesotho and Uganda. Top three winners from this competition will qualify to represent Africa at the Netball World Cup. The four countries that represented Africa in 2019 is South Africa, Uganda, Zimbabwe and Malawi. This competition forms part of the preparation plan to 2023 Netball World Cup where South Africa is confirmed the host in Cape Town. South Africa already qualify for 2023 firstly after finishing 4th at 2019 World Cup and as the host.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the IDP, and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".



Handwritten signatures and initials, including a large signature at the top right, a signature below it, and initials 'M-S' at the bottom.

- 3.2 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 as per **Annexure "B"**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

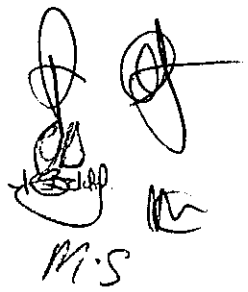
- 4.1 The Policy was approved by Council on 29 May 2013.
- 4.2 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focuses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.3 The Policy aims to create mutually beneficial 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.
- 4.4 This Event falls within the scope of application of the Policy.

5. DURATION OF THE AGREEMENT

- 5.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

6. VARIATIONS TO THE AGREEMENT

- 6.1 Variations to this Agreement may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

Handwritten signatures and initials in black ink, including a large signature on the left, a signature on the right, and the initials 'M.S.' at the bottom.

7. OBLIGATIONS OF THE RECIPIENT

The RECIPIENT confirms that:

7.1 In respect of reporting:

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

7.1.2 **Non-compliance with this clause 7.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.**

7.2 In respect of Compliance:

7.2.1 The 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 constitution and ensure that any and all of the RECIPIENT suppliers and service providers appointed in terms of 7.3.4 are similarly compliant.

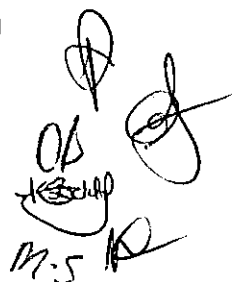
7.2.2 The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a violation of the warranties mentioned in clause 7.2.1.

7.2.3 **Non-compliance with this clause 7.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof,**

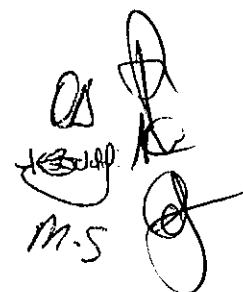
7.3 In respect of the Event:

7.3.1 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.

7.3.2 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 18.2 above from the time the sample advertising material having been presented to the CITY for consideration.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a signature 'M.S.' and other initials.

- 7.3.3 obtain public liability insurance for the Event as stipulated in clause 13 herein;
- 7.3.4 Make all payments as may be required in respect of the Event to suppliers and service providers as appointed by the RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT (except those obligations recorded in this Agreement in clause 8.2 and as being the responsibility of the CITY).
- 7.3.5 **Employ, manage and be responsible for the employee's, official's representative/agents and subcontractors who are part of and involved in the Event.**
- 7.3.6 Not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 21 below.
- 7.3.7 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.
- 7.3.8 Undertake to instruct their employees, officials, representatives and/or subcontractors of their obligations as set forth in this Agreement.
- 7.3.9 Designate the CITY as a Sponsor and official CITY status with regard to the Event.
- 7.3.10 **Ensure that together with its employees, officials, representatives and/or subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event.**
- 7.3.11 Ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event.
- 7.3.12 Ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event.

Handwritten signatures and initials in the bottom right corner. There are several distinct marks, including what appears to be a signature 'M.S.' and other illegible scribbles.

- 7.3.13 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 Compliancy as mentioned in clause 7.2 above.
- 7.3.14 **Non-compliance with this clause 7.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.**
- 7.3.15 Provide the City with the rights contained in the Rights Package as recorded in Annexure "B"

8. OBLIGATIONS OF THE CITY

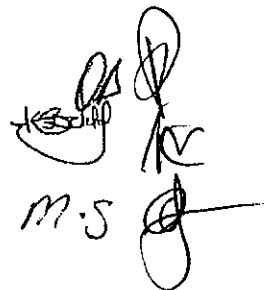
In regard to:

8.1 Monitoring and Evaluation:

- 8.1.1 The CITY shall monitor and evaluate the RECIPIENT's performance (under this Agreement) in accordance with clause 9 herein.

8.2 CITY's Facilities and/or CITY Services in regard to the Event:

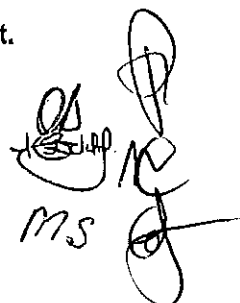
- 8.2.1 The CITY shall waiver the costs of the **Bellville Velodrome** to the RECIPIENT, as recorded in **Annexure "A"** attached hereto, subject to the RECIPIENT providing the necessary documentation, following the necessary approval processes and meeting the relevant requirements of the CITY.
- 8.2.2 The CITY's obligations in respect of the Event shall at all times be strictly limited to those obligations and responsibilities as mentioned in this Agreement.
- 8.2.3 The CITY shall provide the following City services:
- 8.2.3.1 Event Services not exceeding the amount of R556 023 (**Five Hundred and Fifty-Six Thousand and Twenty-Three Rand Only**) (15% VAT where applicable). Should the event services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs.



Handwritten signatures and initials, including "M.S." and a large stylized signature.

9. MONITORING AND EVALUATION

- 9.1 The reporting, as outlined in this clause and clause 9 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 9.2 The reporting mentioned in clause 9 must be submitted to the **Executive Director: Safety and Security** in the CITY.
- 9.3 The CITY may, for the duration of this Agreement and until such time as obligations arising there-from and there-after for the RECIPIENT, monitor the RECIPIENT progress regularly through:
- 9.3.1 On-site visits during the validity of this Agreement;
 - 9.3.2 The interpretation of progress reports as contemplated in clause 7 hereof;
 - 9.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 9.3.4 The analysis of the impact of the Event based on an evaluation by the CITY;
 - 9.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that the RECIPIENT records and submits in its report to the CITY.
- 9.4 The 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.
- 9.5 The RECIPIENT must grant officials of the CITY associated with services access to its premises and to all records of the RECIPIENT that are relevant to this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of the RECIPIENT.
- 9.6 The 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).
- 9.7 If it is found that the RECIPIENT is guilty of unlawful conduct or negligence, the RECIPIENT shall forfeit its right to benefit from the CITY's Support for the Event.

Handwritten signatures and initials in the bottom right corner. There are two distinct signatures, one above the other, and the initials 'MS' written below them.

10. FORCE MAJEURE

10.1 Subject to clause 15 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:

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

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

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

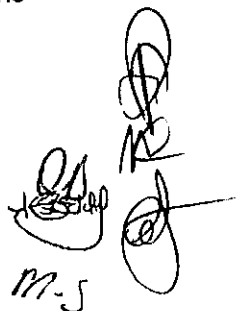
10.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 10.1.1 until the date on which notice is given in terms of 10.1.3.

10.3 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 10.1 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 10.1.1 and 10.1.3.

10.4 If the *force majeure* continues for more than 10 (ten) 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.

11. DISPUTE RESOLUTION

11.1 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.

Handwritten signatures and initials in the bottom right corner. There are two distinct signatures, one appearing to be 'M-J' and another more stylized signature, along with some other markings.

- 11.2 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.
- 11.3 Should the persons referred to in clause 11.2 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 Chief Executive Officer 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.
- 11.4 Should the mediator referred to in clause 11.3 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. DOMICILIUM CITANDI ET EXECUTANDI

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

- 12.1 **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

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large signature and some initials.

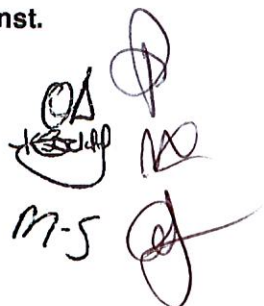
12.2 RECIPIENT: -

Attention: Blanche De La Guerre
Chief Executive Officer
Netball South Africa
Chairperson
Address: 846 Park Street
Arcadia
Pretoria
0083
Telephone: 083 447 1774
E-Mail: blanche@netball-sa.co.za

- 12.3 The *domicilium citandi et executandi* 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.

13. INDEMNITY AND INSURANCE

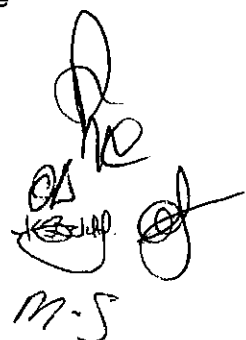
- 13.1 The RECIPIENT hereby indemnifies the CITY against any claims, which may be made against the RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by the RECIPIENT (its employees, officials and representatives and/or its subcontractors), in the course of this Agreement.
- 13.2 The 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 the RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by the RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the willful misconduct or gross negligence of the CITY.
- 13.3 Neither Party will, 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 such Party.
- 13.4 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.

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'M-5' and other illegible initials and scribbles.

- 13.5 Indemnity under this Agreement shall commence on the Commencement Date and continue until the risk created by this relationship ceases to exist.**
- 13.6 RECIPIENT shall:
- 13.6.1 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 Rand)**, or as approved by the CITY in writing from time to time;
 - 13.6.2 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
 - 13.6.3 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.
- 13.7 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.
- 13.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.
- 13.9 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.**

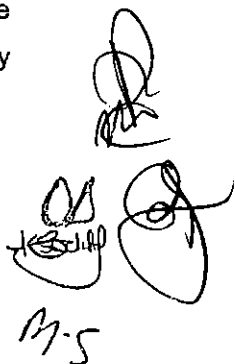
14. BREACH CLAUSE

- 14.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY must notify the RECIPIENT in writing to remedy the breach within 7(seven) days after becoming aware of the alleged breach;
- 14.2 In the event of the 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:
- 14.2.1 Cancel the Agreement and claim damages together with interest; or
- 14.2.2 Demand Specific Performance together with a claim for damages and interest.
- 14.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
- 14.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
- 14.3.3 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
- 14.3.4 The nature and quality of the Event does not reflect the standard and value –for – money use of the Transfer Payment by RECIPIENT;
- 14.3.4 The RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 14.6 If the CITY breaches the terms and conditions of this Agreement, the RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.7 In the event of the CITY failing or being unable to remedy the breach the RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:



Handwritten signatures and initials, including a large signature at the top, a signature with 'M-J' below it, and other initials.

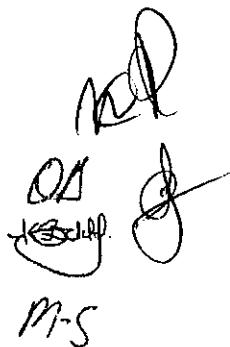
- 14.7.1 Cancel the Agreement and claim any damages together with interest; or
- 14.7.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.8 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.
- 15. NO FAULT TERMINATION**
- 15.1 The Parties hereby agree that should the Event not proceed for whatsoever reason; the CITY may Immediately stop providing the CITY Services with no notice being delivered to RECIPIENT.
- 16. GENERAL**
- 16.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.
- 16.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.
- 16.3 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.
- 16.4 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.
- 17. CESSION AND ASSIGNMENT**
- 17.1 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.

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: one at the top, one in the middle, and one at the bottom. The bottom signature appears to be 'M-S'.

- 17.2 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.

18. INTELLECTUAL PROPERTY

- 18.1 All Intellectual Property rights of whatsoever nature belonging to the either Party ("**IP Holder**"), including, without limitation, the IP Holder's logo, emblem or any other form of corporate identity, shall remain vested at all times in the IP Holder and the other Party shall not acquire any rights in relation to such Intellectual Property by virtue of the implementation and/or operation of this Agreement and/or any use of such Intellectual Property.
- 18.2 **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 the **RECIPIENT** in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from the **RECIPIENT**.
- 18.3 **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.
- 18.4 Insofar as the **RECIPIENT** is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by **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. It being recorded that the CITY shall obtain the **RECIPIENTS** prior written consent prior to the use of any such document, drawing, material or record.

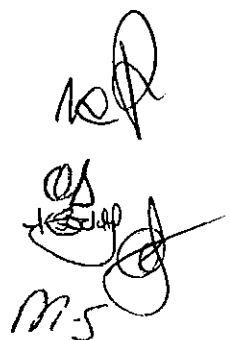
Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: one at the top right, one in the middle right, and one at the bottom left of the signature area. Below the bottom-left signature are the initials "M-S".

19. CONFIDENTIALITY

- 19.1 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 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.
- 19.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain or a Party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court, to comply with the provisions of any law or regulation in force from time to time, or as determined by the Minister.
- 19.3 **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 the RECIPIENT.**

20. LIMITATION OF LIABILITY

- 20.1 Neither Part shall be liable to the other Party 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.

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: a large one at the top, a smaller one in the middle, and another one at the bottom with the initials 'M-5' written below it.

- 20.2** Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the 1/12th of the extent of its sponsorship herein.

21. NATURE OF RELATIONSHIP

- 21.1 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.
- 21.2 RECIPIENT has 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.

22. IMPLEMENTATION AND GOOD FAITH

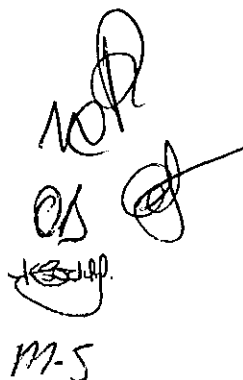
- 22.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.
- 22.2 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.

23. JURISDICTION

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.

24. COSTS

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


Handwritten signatures and initials, including "MS" and "17-5".

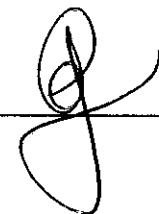
25. SIGNATURE

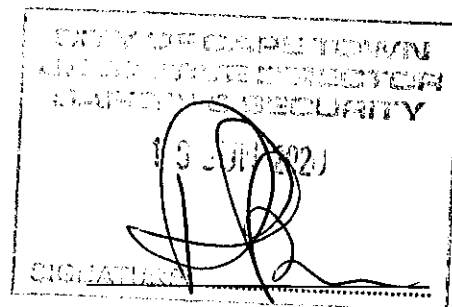
- 25.1 This agreement is signed by the Parties on a date and at the places recorded herein.
- 25.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 25.3 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 16th day of June, 2020.

AS WITNESSES

1. 

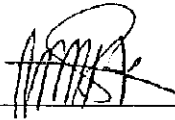
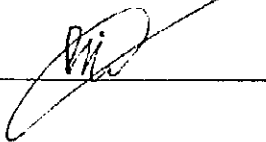
2. 

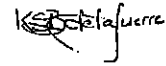


THE CITY:
MR RICHARD BOSMAN
EXECUTIVE DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS
AUTHORITY HERETO).

SIGNED at PRETORIA on this 12 day of MARCH 2020.

AS WITNESSES

1. 
2. 



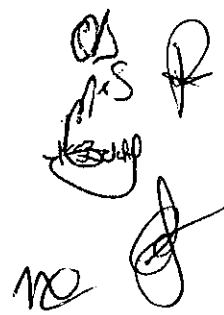
**NETBALL SOUTH AFRICA
MS BLANCHE DE LA GUERRE
CHIEF EXECUTIVE OFFICER
(WHO WARRANTS HER
AUTHORITY HERETO)**



CITY SERVICES

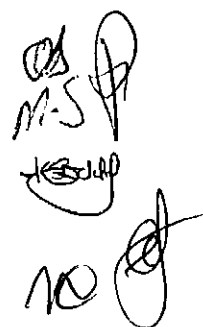
The City shall waive the venue costs of **Bellville Velodrome**, subject to availability and that the costs be absorbed by the applicable line department. The CITY shall provide the Event Services not exceeding the amount of **R556 023 (Five Hundred and Fifty-Six Thousand Twenty-Three Rand Only) (15% VAT where applicable)**. Should the event services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs.

- Waiver the cost of the Bellville Velodrome
- Venue Readiness costs:
 - Lighting
 - Sound
 - Draping of team entrance area
 - Plants

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a signature 'R' and other illegible scribbles.

THE RIGHTS PACKAGE

- Mayor or City representative to form part of the official opening ceremony.
- Mayor or City representative to form part of the official closing and award ceremony.
- A message from the Mayor to be inserted in the official event programme.
- The Mayor or a City representative to have an interview opportunity/ies with Supersport.
- The City's logo to be displayed on court.
- The City's logo to be included in all marketing and communication material for the event.
- The City to have branding rights inside and outside the venue.
- City to receive mentions in radio or television interviews.
- Cape Town as 2023 hosts to be mentioned in broadcast and links to the importance of Africa in our road to 2023.
- City to have the opportunity to provide content for NSA social media platforms – welcoming teams, etc.
- City to be included in NSA wrap up press release.
- City to have 10 hospitality tickets to the event.
- City to have 30 general tickets to the event.
- City to receive access and use of image from the event for promotional purposes.

Handwritten signatures and initials in the bottom right corner, including what appears to be 'MS', 'JES', and 'NO'.

ANNEXURE "C"

DIRECTOR'S/MEMBER'S RESOLUTION

(THIS PAGE TO BE REPLACED WITH LETTER OF AUTHORITY)

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

[illegible][illegible]

EVENT TITLE	Africa Netball Challenge	DATE	16-23 October 2019
APPROVED BUDGET	2,000,000	WBS NUMBER	N20.00009
SURPLUS/DEFICIT			



Making progress possible. Together.

CATEGORY	PROJECTED SUBTOTAL	ACTUAL	DIFFERENCE	RECONCILED SUBTOTAL	COMMENTS
Event Services					
Event Organiser		R 453,785.74			
Branding		R 30,000.00			
Generators		R 34,169.38			
Subtotal					
TOTALS		R 517,955.12			



23rd April 2019.

TO WHOM IT MAY CONCERN.

This letter serves to confirm that the following Liability cover is in place, details as follows:

Insured	: Netball South Africa
Insurer	: Lombard Insurance Company Limited
Policy No.	: COMMJ5634
Period of Insurance	: 1 December 2018 to 30 November 2019.
Liability Cover	: General & Tenants Liability – Limit R10M (Includes Work Away cover) : Legal Defence Costs – Limit R10 000 : Wrongful Arrest/Defamation - Limit R50 000

We trust you find the above to be in order, but should you require any additional information, please do not hesitate to contact us.

Kind regards,
INDUSTRIAL & DOMESTIC RISK SERVICES (PTY) LIMITED

SYLVIA BOWEN

E-mail: sylvia@idrs.co.za

SPEV 46/11/19 RECONCILIATION YOUTH FESTIVAL 2019 – 16 DECEMBER 2019

It BE NOTED that the event date postponed until next year.

ACTION: R BOSMAN, L DESOUZA-ZILWA

**SPEV 47/11/19 SAARTJIE BAARTMAN NETBALL FESTIVAL – 26 OCTOBER 2019
ALT DATE: 2 NOVEMBER 2019**

It BE NOTED that the event date changes to 11 April 2020.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 48/11/19 AFRICA NETBALL CHAMPIONSHIP – 16 – 23 OCTOBER 2019

It BE NOTED that an amount of R556,022.98 was utilised for event services and the cost of the Bellville Velodrome was waived for the event.

ACTION: R BOSMAN, L DESOUZA-ZILWA

**SPEV 50/11/19 CAPE TOWN INTERNATIONAL FILM MARKET & FESTIVAL: 9 – 19
OCTOBER 2019**

It BE NOTED that the event has been cancelled.

ACTION: R BOSMAN, L DESOUZA-ZILWA

**SPEV 51/11/19 KIRSTENBOSCH SUMMER SUNSET CONCERTS AND NEW YEARS
EVE CONCERT: 17 NOVEMBER 2019 – 29 MARCH 2020**

It BE NOTED that the event date changes to 24 November 2019 till 05 April 2020.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 42/09/19 AFRICA NETBALL CHAMPIONSHIP – 16 - 23 OCTOBER 2019

It was **RESOLVED** that the City **APPROVES** the event by putting in place measures (goods and services) to ensure that the Bellville Velodrome is ready to host the championship; from the Events Budget and that the final cost be reported to the committee.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 43/09/19 NETBALL TEST SERIES (SA VS ENGLAND) (INTERNATIONAL) – 23 NOVEMBER – 2 DECEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event by putting in place measures (goods and services) to ensure that the Bellville Velodrome is ready to host the Test Series; from the Events Budget and that the final cost be reported to the committee.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 44/09/19 VODACOM SUPER HERO SUNDAY – 19 JANUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R750 000 towards City Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 45/09/19 WATERFRONT CANAL CHALLENGE - 19 OCTOBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R30 000 towards Event Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 46/09/19 THE SUN MET: AFRICA'S RICHEST RACE DAY – 1 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R750 000 towards City Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

T: +27 21 400 5929 F: +27 21 400 5921
E: Themba.Gwadiso@capetown.gov.za

FINALISATION LETTER

DATE: 09 March 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: NETBALL SOUTH AFRICA

OUR REF: 16/1/1/8/847

Dear Sirs

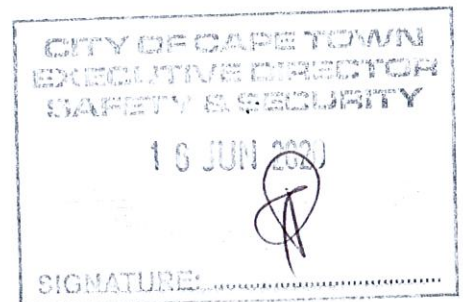
1. The finalised agreement in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above agreement. Client Department was provided with an opportunity to peruse the MOA and comment on any changes or errors, prior to finalisation. This was accordingly 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 and Annexures are 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. Please provide me with a signed copy of this MOA, at your earliest convenience.

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor



CIVIC CENTRE IZIKO LEENKONZO ZOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 PO BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Internal Contract Administration Form

Directorate:	Safety & Security - Events
<i>This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance and the applicable DMT member must sign this form before submission to the ED's office.</i>	

Agreement with:	Reason / Name of Event:
NETBALL SA	AFRICAN NETBALL CHAMPIONSHIP

Department:	☒	Agreement Type:	☒
		Service Level Agreement	
		Sponsorship Agreement	☒
Events	☒	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	Themba Gwadiso	☒
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.R. & Jy.	15 JUN 2020
9.	Signed and dated by ED: Safety and Security and Events	
10.	Two witnesses	
11.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Yolande Quinton		