

**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

**WESTERN PROVINCE MARCHING ASSOCIATION (NPO)
(Registration Number: NPO 167 - 549)**

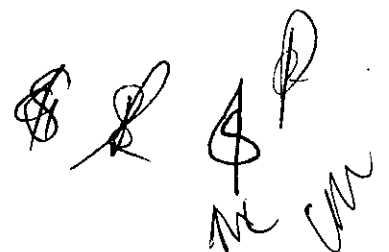
Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of **RECIPIENT** hereto. These clauses are of specific importance because they affect **RECIPIENT** right and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with 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**.

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ANNEXURES

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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 by **Mr Richard Bosman** his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **Western Province Marching Association (NPO)** a company registered in terms of the laws of the Republic of South Africa with registration number: 2015/341137/07, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Saeed Ruiters** with ID number: **660426 5227 085** in his capacity as **President** of the Organisation and duly authorised hereto.

2. DEFINITIONS

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

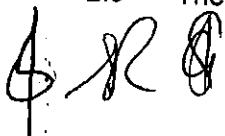
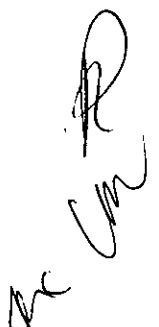
2.1.1	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure, 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 and ending on 30 June of any given year;
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 Annual Marching Championship on 8 December 2019 at Athlone Stadium;
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

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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; and
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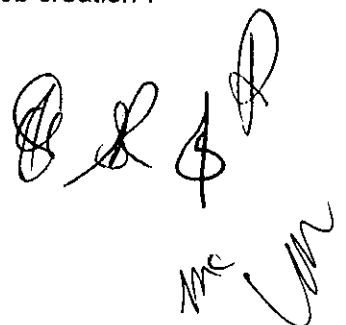
- 2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.
- 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.
- 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.
- 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 The Western Province Marching Championships is a display of marching drills and exhibition marching displays by scholars and community cadet teams. Schools competes in various divisions namely primary school division, high school division and community cadet division. The competition categories consist of the best dressed team, best drum major, best grand march, best exhibition march and overall highest points.
- 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".

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- 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'):

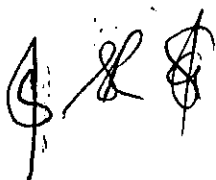
- 4.1 The Policy was approved by Council on 29 May 2013.
- 4.2 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events 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.



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 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.

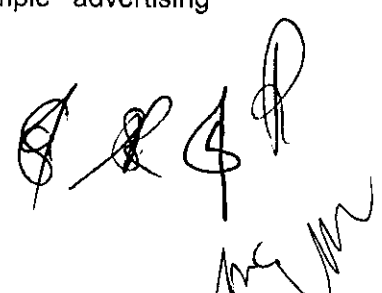
7.2.2 The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a violation of the warranties mentioned in clause 7.2.1.

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,**

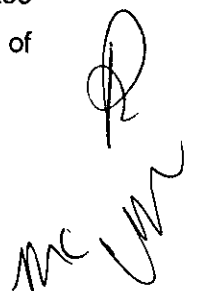
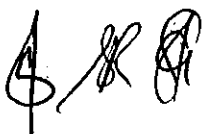
7.3 In respect of the Event:

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.

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- 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.
- 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.

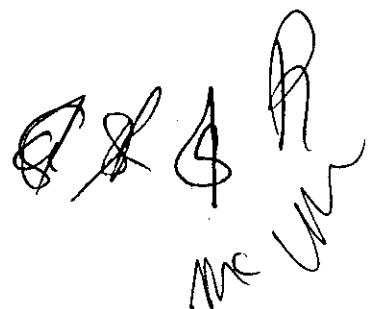
8.2 CITY's Facilities and/or CITY Services in regard to the Event:

8.2.1 The CITY shall waiver the costs of the City owned facility 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.

8.2.3.1 The CITY shall provide City services not exceeding R500 000:

City Services not exceeding the amount of **R500 000 (Five Hundred Thousand Rand Only) (15% VAT where applicable)**. Should the City Services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs.

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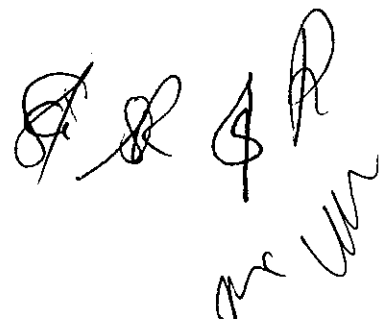
9. MONITORING AND EVALUATION

- 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 8 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 8 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.

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.

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11. DISPUTE RESOLUTION

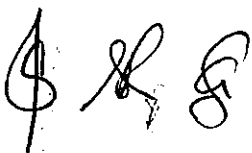
- 11.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 11.2 Any dispute arising out of or in connection with this Agreement 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 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.
- 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, Cape Town, 8000
Telephone 021 400 3355
Fax: 021 400 5923



E-mail: RichardGavin.Bosman@capetown.gov.za

12.2 RECIPIENT: -

Attention: Mr Saeed Ruiters

President

c/o Portlands High School

Portlands

Mitchells Plain, 7785

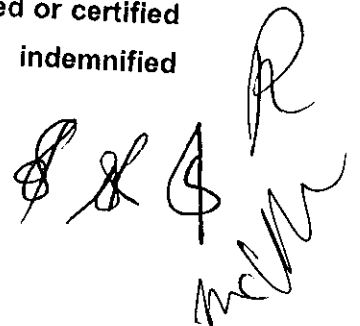
Cell: 074 288 7620

Email: westernprovincemf@gmail.com

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 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.
- 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.



13.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist. 13.6 RECIPIENT shall:

13.5.1 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;

13.5.2 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

13.5.3 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.

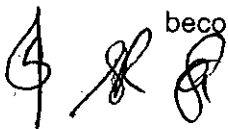
13.6 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA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

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

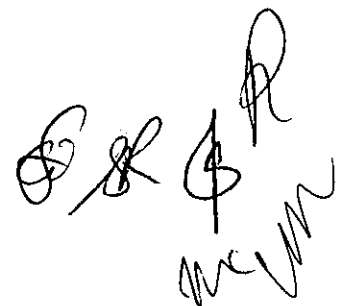
13.8 RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.

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;
 - 14.3.2 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
 - 14.3.3 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.
- 14.4 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;
- 14.5 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:
- 14.5.1 Cancel the Agreement and claim any damages together with interest; or
 - 14.5.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.6 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.

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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.
- 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 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.
- 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.

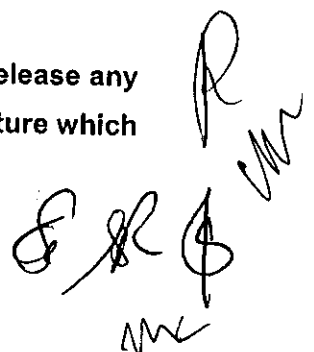
18.4 Insofar as the RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing,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

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

Handwritten signatures and initials in black ink, including a large 'R' and several other stylized marks.

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 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.

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

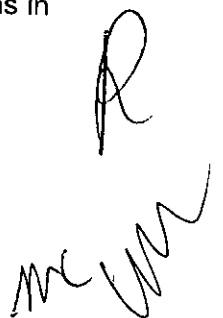
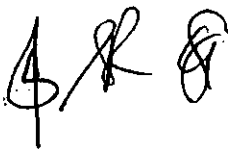
21.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

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

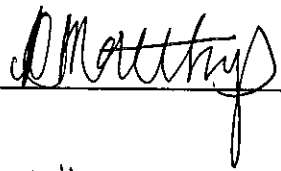
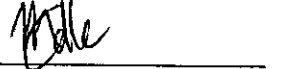
Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

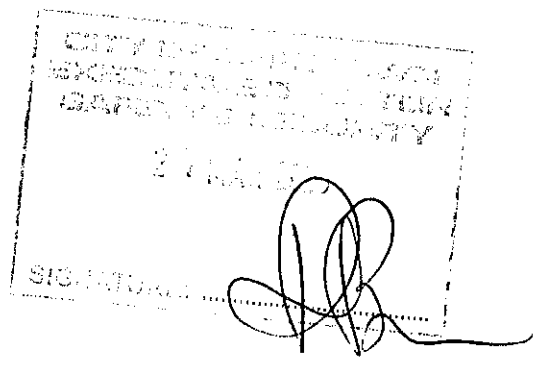
25. SIGNATURE

- 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.

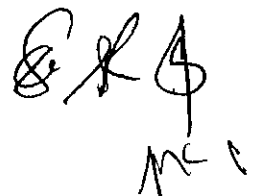
SIGNED at CAPE TOWN on this 24th day of MARCH 2020.

AS WITNESSES

1. 
2. 



THE CITY:
MR RICHARD BOSMAN

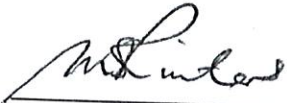


EXECUTIVE DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS AUTHORITY
HERETO).

SIGNED at CAPE TOWN on this 24 day of MARCH 2020.

AS WITNESSES

1. GHOHIA
2. Suliman



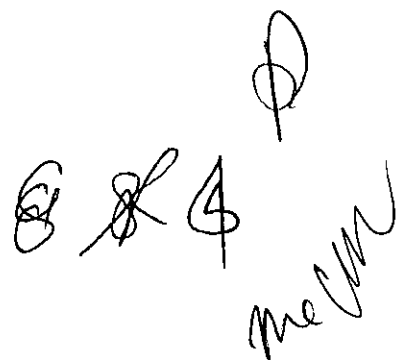
WESTERN PROVINCE
ASSOCIATION
SAEED RUITERS
PRESIDENT
(WHO WARRANTS HIS
AUTHORITY HERETO)



CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R500 000 (Five Hundred Thousand Rand Only) (15% VAT where applicable)**. Should the city services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs. The City Services include, inter alia:

- Medals;
- Metro Police;
- Traffic Services;
- Law Enforcement;
- Disaster Risk Management;
- Catering;
- Waiver of the venue hire for the Athlone Stadium, subject to the availability thereof.

Handwritten signatures and initials, including a large 'P' at the top right, and a signature that appears to be 'me' or 'me' with a flourish at the bottom right.

THE RIGHTS PACKAGE

Activations:

- Opportunity to do or participate in the official start or opening of the event.

Digital:

- Opportunity to display destination footage on available event platforms e.g. screens, web channels and/or web streaming.
- Inclusion of destination information supplied by the City of Cape Town on the event website.

PR & Media:

- Speaking opportunity at the opening ceremony and/or prize giving.
- Inclusion of quotes from the City of Cape Town in media and press releases.
- Inclusion of City of Cape Town marketing material in media and participant goodie bags, subject to availability of material.

Branding:

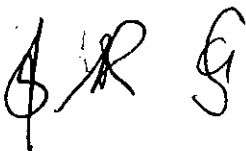
- Branding opportunities at the all event related functions.
- Provision of a branding plan with information of set-up dates, removal dates and contact person.

Entries & Hospitality:

- An agreed allocation of VIP invitations.

Post Event Report, Documentation & Engagements:

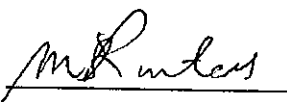
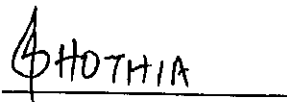
- Post event report and presentation including media values to be submitted to the City of Cape Town within 90 days after the event.
- Event imagery and videos to be supplied to the City of Cape Town and as well as the rights to use the imagery and videos.



DIRECTOR'S/MEMBER'S RESOLUTION**(TO BE SIGNED BY ALL DIRECTORS)****IT IS RESOLVED-**

1. The **RECIPIENT** be and is hereby authorised to enter into the attached Sponsorship Agreement for the **City's 2019/2020** Financial Year with the City of Cape Town ("**the CITY**"), in terms of which the CITY agreed to make certain resources and facilities available to 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 SAEED RUITERS** in his capacity as **President** and is authorised to sign this Sponsorship Agreement on behalf of RECIPIENT and to sign all other documents and perform all other acts on behalf of RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

(To be signed by all Directors/Members)

 Mr S Ruiters		Date:	Place:
 Mr I Chothia		Date:	Place:



Handwritten signature and initials, possibly reading 'EXA R' and 'mc'.

ANNEXURE "D"

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

4/2/20

mc
UM



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: IMPMA

2. AIMS AND OBJECTIVES OF ORGANISATION:

EMPOWER YOUTH INTO FUTURE LEADERS-

3. PROJECT OR PROGRAMME DETAILS:

3.1 Project or Programme Description – What is the proposed project's focus, purpose or level of intervention?

MATCHING / DRILL COMPETITION-

3.2 Location/area - Where will this project be carried out? I.e. What is the target area?
Target:

WESTERN CAPE-

3.3 Number of attendees and/or participants: How many people attend the event?

3000 LEARNERS-

2000 SUPPORTERS-

3.4 **Beneficiaries** - Which community (the target community or group) will benefit from this project? Target:

WESTERN CAPE

3.5 **Sponsorship objectives:** Which companies are sponsoring the event?

Coke.

3.6 **Swot Analysis:** Strengths and Weaknesses:

BUILD FUTURE LEADERS

3.7 **Opportunities:** How will you grow your event:

Roll out to all regions
in Western Cape & National.

3.8 **Threats:** Any concerns about the event:

NIL

3.9 **Marketing and Media:** Brief information on the plans (challenges):

MORE NEWSPAPER COVER
AND TV & RADIO

3.10 **Economic Development and Tourism impact:**

YES

FROM OTHER
COUNTRIES

3.11 Legacy:

10 years & still the match
growing sport.

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)	TRANSPORT	
(ii)	FOOD	
(iii)	TROPHIES	
(iv)	SERVICES.	
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		

TOTAL BUDGET - EXPENDITURE

500 000 - 00

4.2

Income Budget:

- What are the anticipated income sources for the specific event in order to fund the expenditure?

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	500 000 . 00
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	NIL

(i)	TICKETING/ENTRY FEES	
(ii)	MERCHANDISING	
(iii)		
(iv)		
(v)		
(vi)		
TOTAL BUDGET - INCOME		500 000

Duly authorised person of the organisation:

Full Name: ISMAIL SULIMAN CAOTHA

RSA ID Number: 6406065022082

Position: CHAIRPERSON

Signature: ISMAIL CAOTHA

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 (dd/mm/yy) approved the sponsorship funding of R Financial /City/Event Services to the organisation or body identified in Project Plan...

Line Department: - Events

Project Manager: - Josiah Amolau

Date: - 26/2/20

Signature: - J. Amolau



For attention: Mr I Chothia
Policy holder: Western Cape Provinsial Marching Federation Npo
No 6 Androneda Close
Rocklands
Western Cape
7798

13 September 2019

Policy number: OT36099492

Dear Mr Chothia

Enclosed please find a Provisional Schedule reflecting the state of your policy as at 13 September 2019.

Please note that this schedule does not serve as a replacement to your actual schedule.

Kind regards,

Wilbur Smith
Chief Operating Officer - Sales and Service



SUMMARY OF INSURANCE AND PREMIUM

Policy number	OT36099492
Insurer	OUTsurance Insurance Company Limited
Suburb	Centurion
VAT registration number	4340147224
Company registration number	1994/010719/06

Policy holder	Western Cape Provinsial Marching Federation Npo
VAT registration number	
Company registration number	167/549
Postal address	No 6 Androneda Close Rocklands 7798

Home telephone number	
Work telephone number	
Facsimile number	
Cellular number	0844475839
E-mail address	ichothia0@gmail.com

Business type	Primary
Business description	Offices & Financial - Other Offices - Administrative Only
Business in force duration	0-1 Years
Accreditation	None
Annual turnover	R6,000,000
Number of employees	3

Premium payment frequency	Monthly
Premium collection day	26
Financial institution	Nedbank
Branch code and name	198765 Nedbank
Account holder	Ismail Chothia
Account type	Current Acc
Account number	*****2792

Inception date	13 September 2019
Renewal date	13 September 2020



This schedule, together with your policy wording, contains the terms, conditions and warranties that form the contract between you and us. It is important that you read this schedule and make sure that the information supplied by you is correct. Any incorrect information may affect the validity of your contract.



Policy sections	Included	Monthly premium
Fire	No	
Buildings combined	No	
Office contents	No	
Business interruption	No	
Accounts receivable	No	
Theft	No	
Money	No	
Glass	No	
Fidelity	No	
Goods in transit	No	
Business all risks	No	
Accidental damage	No	
Public liability	Yes	R212.96
Employers liability	No	
Personal accident	No	
Motor (specified)	No	
Caravan	No	
Motorcycle	No	
Trailer	No	
Motor (fleet) - vehicle	No	
Motor (fleet) - motorcycle	No	
Motor (fleet) - trailer	No	
Motor (fleet) - caravan	No	
Motor (liability)	No	
Electronic equipment	No	
Motor traders internal	No	
Motor traders external	No	
Machinery breakdown	No	
Watercraft	No	
Contractors all risk - annual contracts	No	

* Indicates sections with SASRIA cover included

Monthly premium

Collection fee

Policy fee

Total premium

R212.96
R0.00
R0.00
R212.96



Premium guarantee

Your premium is guaranteed for 12 months. This guarantee applies to all risks added at inception of the policy. Should you, for example, verify your quote/schedule and notice that you forgot to mention a previous claim to us - you have to advise us and the premium will be corrected. Similarly, if you, for example, advise us that your vehicle must be covered for business use but our advisor incorrectly captures private use - the premium will also be corrected when you advise us of the error. It is therefore essential for you to verify that all details noted on your schedule are correct for the 12 month premium guarantee to apply.

VAT details

The total premium includes a **15% VAT amount of R27.78**. This schedule becomes a tax invoice after inception of cover when payment of the amount due has been made.

In terms of Binding General Ruling No.14 issued by a senior SARS official under section 89 of the Tax Administration Act No. 28 of 2011, this document together with proof of payment of the premium constitute an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This is subject to the condition that this document contains the VAT registration number where the policy holder is a registered VAT vendor.

OUTbonus benefits

Should you not claim for 3 consecutive years, you will receive **10%** of all your premiums paid in this period at the end of the third year. Should you not claim for a further 2 years, you will receive **10%** of all your premiums paid within this period at the end of the fifth year. Thereafter, for each successive claim-free year you will receive **10%** of all your premiums paid within the year at the end of each year. Your OUTbonus amount is projected at **R766.65** and will be paid to you, should you remain claim free, on **12/09/2022**. Changes on your policy may affect the value of your OUTbonus.



ALL PREVIOUS INCIDENTS

Previous incidents

The following incidents occurred:

Previous incidents

None



PREVIOUS INSURANCE HISTORY

Important underwriting information declared by you is displayed below. This information influences the premium and the acceptance of your risk. Please check this carefully and make sure the information is true and complete. Please inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge.

Previous insurance history	
Currently covered	No
Cover duration	None
Previous insurer	N/A
Previously cancelled	No
Cancellation reason	None



2 PUBLIC LIABILITY

Cover details

Public liability

Retroactive date: Optional

Sum insured

R20,000,000

Premium

R201.46

Additional perils

	Sum insured	Premium
Additional claims preparation costs	R10,000	Included
Breakout of animals		Optional
Dispensing of incorrect fuel		Optional
Hunting liability		Optional
Legal defence costs		Optional
Liability - defective products	R100,000	R11.50
Liability - defective workmanship		Optional
Sub-Contractors Liability		Optional
Veldfires liability		Optional
Wrongful arrest		Optional

Total premium

R212.96

First amounts payable

This is the amount you pay on each and every claim; only one excess is payable. When you claim for additional/included perils and the excess noted differs, then only the highest excess will apply.

Basic excess

Public liability

% of claim

0.0%

Minimum

R1,000

Maximum

R1,000

Previous incidents

Public liability incidents and claims in the last three years:

Previous incidents

None

Special conditions

- There is no cover for damage you caused to the specific part of any property you will be working on.
- Liability arising from any advice or treatment of a professional nature is not covered.
- There is no cover for damage to any underground cables, pipes and conduits while digging trenches.
- There is no cover for liability arising from work done by sub-contractors unless specifically noted in the schedule.



DISCLOSURE IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT (37 of 2002)
PLEASE READ IT CAREFULLY

The FAIS Act was enacted for your benefit. OUTsurance Insurance Company Ltd is an approved Financial Services Provider (FSP licence number: 896). Any reference to "policy" in this notice refers to your OUTsurance Policy. Please note: this disclosure does not form part of the insurance contract.

As a short-term insurance policy holder you have the right to the following information:

Information about us as an FSP: OUTsurance is authorised to provide financial advice and services on the following short-term insurance products: Personal and Commercial Lines.

Our contact information

1241 Embankment Road	PO Box 8443	Sales	08 600 60 000
Zwartkop Ext 7	Centurion	Claims & Client Care	08 600 70 000
Centurion	0046	Help@OUT	08 600 80 000
0157		Switchboard	+27 12 673 3000
Website	www.outsurance.co.za	Fax	+27 12 665 0994
Public Officer	publicofficer@out.co.za	Fraud Line	08 601 02 117
		Whistle Blowing Line	08 002 04 855

How to lodge a claim: all claims are lodged telephonically. Contact 08 600 70 000. Refer to **Your OUTsurance Policy** in the Policy Document for further information.

Other matters of importance:

- If the information above was given orally, it must be confirmed in writing within 30 days. You will be informed of any material changes to the information referred above.
- Please read through all the documents we send you to ensure that you understand the contents thereof.
- For your protection, OUTsurance records all telephone calls.
- OUTsurance has Professional Indemnity insurance and accepts responsibility for the financial advice of its Representatives, acting in the scope and course of their employment. Some of our representatives work under supervision as defined in the Determination of Fit and Proper Requirements.
- You are entitled to a copy of the Policy Documents free of charge.
- OUTsurance sales advisors are full-time employees. Their salaries are performance based and are determined by various factors including the total premium and number of sales.
- The appropriateness of our advice might be limited if we could not conduct a full financial analysis.
- Our Complaints Resolution Policy is available [here](#).
- All debit order payments may only be in favour of one person and may not be transferred without your approval; we must inform you in writing at least 30 days before the cancellation of the debit order.
- The premium payable and the due date are indicated on the Schedule. There will be no cover for the period for which premium was not paid and claims submitted during that period may be rejected. Non-payment of premium may further lead to the cancellation or suspension of cover.
- Polygraphs or any lie detector tests are not obligatory in the event of a claim and the failure thereof must not be the sole reason for repudiating a claim. OUTsurance does not subscribe to the practice of electronic lie detection.
- We must give written reason/s for repudiating your claim.

Claims-related queries: if you dispute the outcome of your claim you may address these directly with us. If the matter is not resolved to your satisfaction, you may address your queries to:

The Short-term Insurance Ombudsman

PO Box 32334	Website	www.osti.co.za
Braamfontein	Telephone	+27 11 726 8900
2017	Fax	+27 11 726 5501

Compliance-related queries: for any compliance/non-compliance matter relating to FAIS or the Policy Holder Protection Rules you may contact our Compliance Officer on +27 12 688 6800 or via email at compliance@out.co.za. If the matter is not resolved to your satisfaction, you may address your queries to:

The FAIS Ombud

PO Box 74571	Website	www.faisombud.co.za
Lynnwood Ridge	Telephone	0860 324 766
0040	Fax	+27 12 348 3447



Email

info@faisombud.co.za



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: 16/1/1/8/900

FINALISATION LETTER

Date: 27 December 2019

To: Executive Director: Safety and Security

IN RE: Western Cape Province Marching Association

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



SPEV 33/09/19

WESTERN PROVINCE MARCHING ASSOCIATION - 02 NOVEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R500 000 towards City and/or Event Services; from the Events Budget as well as medals, in addition the City waives the venue costs for a City owned venue, subject to availability and the cost be absorbed by the applicable line department.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS

Internal Contract Administration Form

Directorate: **Safety and Security Services**

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:

**WESTERN PROVINCE MARCHING
ASSOCIATION (NPO)**

Reason / Name of Event:
ANNUAL MARCHING CHAMPIONSHIP

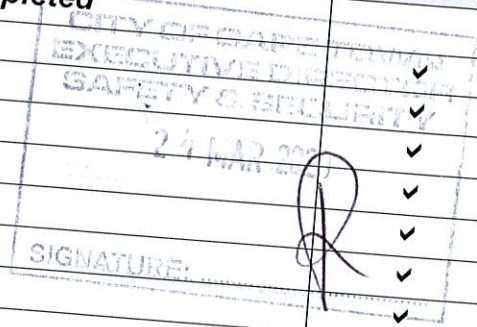
Department:	☒
Events	☒

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	☒
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	



Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus	J. Arnoldus	26/2/20