

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

WESTERN PROVINCE MOTOR CLUB

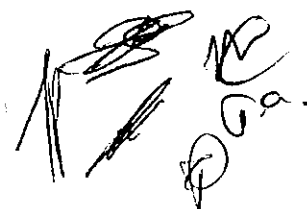
Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of the **RECIPIENT** hereto. These clauses are of specific importance because they affect the **RECIPIENT's** rights and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted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

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ANNEXURES

A	City Services
B	Rights Package
C	Resolution of the Recipient authorising Mr Paul Simon, Events and Operations Manager to sign the agreement on behalf of the Recipient.
D	Events Plan and/or Business Plan
E	Section 67 Declaration
F	Transfer Payment Checklist

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2. A signature that appears to be "D. Simon".
3. A signature that appears to be "P. Simon".
4. A signature that appears to be "D. Simon".

1. PARTIES

The Parties to this Agreement are:-

- 1.1. The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998)* read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented **Mr Richard Bosman** in his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **Western Province Motor Club** (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Paul Simon** with ID number: **800104 5165 081** in his capacity as **Events and Operations Manager** 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	"Bank Account" means: Name of Account Holder: Western Province Motor Club Name of Bank: Nedbank Type of Account: Cheque Account Account Number: 1232041807 Branch Number: 123209 Branch: Claremont
2.1.2	"Business Code Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.4	"City Services" means all services rendered by the CITY to events;

2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date of the Event irrespective of the Signature date
2.1.7	"Commercial Sponsorship Agreement" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	"Completion Date" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event held during the 2019/2020 Financial Year;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means Bragging Rights Festival on 14 March 2020 at Killarney International Raceway.
2.1.11	"Expenditure" means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	"Event's Organiser" means the Party as described in clause 1.2 herein being;
2.1.13	"Financial Year" means the financial year of the CITY commencing on 1 July 2019 and ending on 30 June 2020;
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;

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

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

2.3 Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

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

3. PREAMBLE

3.1 The sanctioned Motorsport racing event including quarter mile Drag racing and drifting as well as show cars and displays.

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

5. CASH TRANSFER

5.1 The City agrees to the following payment set forth below:

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- 5.1.1 A payment of R100 000 (One Hundred Thousand Rand Only) (15% VAT where applicable) ("the Cash Transfer") in respect of the City's Financial Year 2019/2020 and subject to the CITY obtaining the necessary approval for the Cash Transfer.
- 5.2 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years
- 5.3 The utilisation of the Cash Transfer shall be for support of the Event held on **14 March 2020** as described in this Agreement and the Events and/or Business Plan (**Annexure "D"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof.
- 5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.
- 5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.
- 6. DURATION OF THE AGREEMENT**
- 6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.
- 7. VARIATIONS TO THE AGREEMENT**
- 7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.
- 8. OBLIGATIONS OF THE RECIPIENT**

RECIPIENT confirms that:



- 8.1 In respect of financial reporting
- 8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve its targets and outputs as recorded in **Annexure "C"** and this Agreement.
- 8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.
- 8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.
- 8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.
- 8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.
- 8.1.6 The Funds will be utilised in accordance with the purpose of the Event.
- 8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.
- 8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.
- 8.1.9 RECIPIENT shall keep a separate ledger account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.
- 8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.
- 8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

8.1.12 RECIPIENT will:

- 8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;
- 8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;
- 8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and
- 8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

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

8.2 In respect of reporting in terms of the policy

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

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

8.3 Compliance:

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

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

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

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

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

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

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

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

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

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

- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;
- 8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;
- 8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;
- 8.4.1.11 ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;
- 8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;
- 8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;
- 8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;
- 8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;
- 8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;
- 8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;
- 8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and

8.4.19 provide all necessary toilet and disabled facilities.

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

9 OBLIGATIONS OF THE CITY

In regard to:

9.1 Monitoring and Evaluation:

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

9.2 The Cash Transfer:

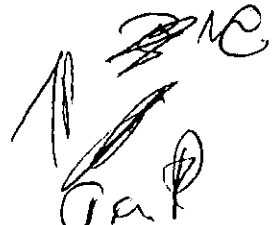
9.2.1 The CITY undertakes to transfer to RECIPIENT the Cash Transfer as reflected in clause 5.1 hereto, subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement by RECIPIENT.

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

9.3.1 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.

9.3.2 The CITY shall provide the following City Services:

City Services not exceeding the amount of **R20 000 (Twenty 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, provided that the Event Organiser has approved such costs prior to any such additional expenditure.



10. MONITORING AND EVALUATION

- 10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 10.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.
- 10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:
- 10.3.1 On-site visits during the validity of this Agreement;
 - 10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;
 - 10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.
- 10.4 RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.
- 10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.
- 10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).
- 10.7 Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.

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11. FORCE MAJEURE

- 11.1 Subject to clause 16 herein, should any Party (hereinafter referred to as the "Invoking Party") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "*force majeure*") then:
- 11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
 - 11.1.2 specifying the cause and anticipated duration of the *force majeure*; and
 - 11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.
- 11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.
- 11.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 11.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 11.1.1 and 11.1.3.
- 11.4 If the *force majeure* continues for more than 30 (thirty) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.
- ## 12. DISPUTE RESOLUTION
- 12.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 12.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.

- 12.3 Should the persons referred to in clause 12.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator; to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.
- 12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.
- 12.4.1 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:
- 12.4.2 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;
- 12.4.3 any other form of relief on the basis of facts which are not disputed;
- 12.4.4 payment of any amount due in terms of this Agreement; or
- 12.4.5 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.
- 12.5 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.6 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

13. DOMICILIUM CITANDI ET EXECUTANDI

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

13.1 The CITY: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard, Cape Town

Telephone 021 400 3355

Fax: 021 400 5923

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

13.2 RECIPIENT: -

Attention: Mr Paul Simon

Events and Operations Manager

Western Province Motor Club

Killarney Race Track

6 Potsdam Road

Table View

7439

Telephone: 021 557 1639

Cell: 073 334 7553

Email: paul@wpmc.co.za

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

14. INDEMNITY AND INSURANCE

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

- 14.2 RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct or negligence of the CITY.
- 14.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.
- 14.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the Indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.
- 14.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.
- 14.6 RECIPIENT shall:
- 14.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (twenty-million)**, or as approved by the CITY in writing from time to time;
- 14.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and
- 14.6.3 ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.
- 14.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers

based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.

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

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

15. BREACH CLAUSE

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

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

- 15.2.1 Cancel the Agreement and claim any damages, together with interest; or
- 15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or
- 15.2.2 Demand Specific Performance together with a claim for any damages and applicable interest.

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

- 15.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
- 15.3.2 The Cash Transfer being mismanaged by RECIPIENT;
- 15.3.3 The Event was ceased by RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
- 15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or

G. G. M.
[Handwritten signatures]

- 15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-
- 15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or
- 15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or
- 15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.
- 15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or
- 15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.
- 15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.
- 16. NO FAULT TERMINATION**
- 16.1 The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of

RECIPIENT receiving a written request from the **CITY** to do so and the **CITY** may discontinue the **CITY Services** (where applicable) on written notice to **RECIPIENT**.

17. GENERAL

- 17.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.
- 17.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.
- 17.3 No relaxation, indulgence or act of leniency which one Party may show the other will in any way prejudice the Party or be deemed to be a waiver of any of its rights under this Agreement.
- 17.4 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining clauses remain of full force and effect. If any invalid term is incapable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

18. CESSION AND ASSIGNMENT

- 18.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 18.2 Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

19. INTELLECTUAL PROPERTY

- 19.1 All Intellectual Property rights of whatsoever nature belonging to the **CITY**, including, without limitation, the **CITY's** logo, emblem or any other form of corporate identity, shall remain vested at all times in the **CITY**.
- 19.2 **RECIPIENT** shall not, under any circumstances whatsoever reproduce, copy or use the **CITY's** corporate identity or permit the use of **CITY's** Intellectual Property by any third

party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.

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

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

20. CONFIDENTIALITY

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

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

20.3 RECIPIENT shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which

could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from RECIPIENT.

21. LIMITATION OF LIABILITY

- 21.1 The CITY shall not be liable to RECIPIENT for any indirect or consequential loss or damage, including without limitation, loss of profit revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.
- 21.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.

22. NATURE OF RELATIONSHIP

- 22.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.
- 22.2 RECIPIENT no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

23. IMPLEMENTATION AND GOOD FAITH

- 23.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.
- 23.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

24. 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.

25. COSTS

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

26. SIGNATURE

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

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

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

26.3 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 10th day of June 2020.

AS WITNESSES

1. [Signature]

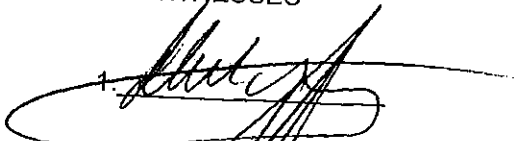
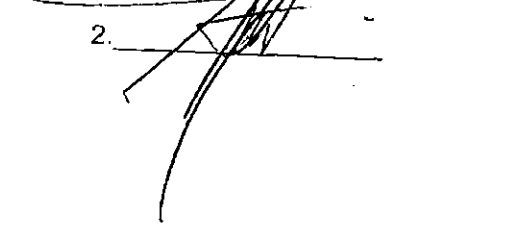
2. J. Amadi

THE CITY:

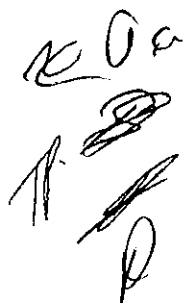
MR RICHARD BOSMAN
EXECUTIVE DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS
AUTHORITY HERETO)

SIGNED at MILNERTON on this 27 day of APRIL 2020.

AS WITNESSES

1. 
2. 


WESTERN PROVINCE MOTOR
CLUB:
MR PAUL SIMON
EVENTS AND OPERATIONS
MANAGER
(WHO WARRANTS HIS
AUTHORITY HERETO)



ANNEXURE "A"

CITY SERVICES

1. Traffic Services.

U.A.
120
11/2
11/2
11/2

ANNEXURE "B"

(RIGHTS PACKAGE)

Designation:

- City of Cape Town has exclusivity as the Host City of the event.
- Host City logo to be placed on all marketing collateral.
- The City of Cape Town has sign off on all City of Cape Town event logo placements.
- Leveraging of existing event platforms

Activations:

- Opportunity to do the official start or opening of the event
- Opportunity to present trophies and prizes
- Guided walkabout to various activities on the track for interaction with competitors and crowds creating new and social media opportunities

Television & Radio

- Inclusion of the City of Cape Town in the event commentary during television, radio or online broadcast.
- Inclusion of City of Cape Town adverts during the television /online broadcasting or streaming of event.
- Interview opportunities for broadcasting purposes.
- Interview opportunities in the race commentary tower, broadcast to spectators across the track.

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. (Could be done with a link from WPMCs' to the primary website)
- Inclusion of City of Cape Town in the events social media campaigns

PR & Media

- Killarney will direct requests for news media or reputable social media coverage at the track to the City representative
- Inclusion of City of Cape Town marketing material in media and participant goodie bags (subject to availability of material).
- City's social media handles noted for tagging purposes

Branding:

- Premium branding opportunities at the event, media engagements and other event related functions.

- Provision of a branding plan with information of set-up dates, removal dates and contact person.
- The final lay-out will be provided to the City to agree the most visible and favourable deployment of branding.
- As usual, this will be determined during an on-site visit between the City and Killarney teams

Documentation & Engagements:

- 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.
- Apart from media coverage and picture of City representatives officiating, the City should make specific requests to Killarney's photographers.
- The City would be welcome to bring its own official photographer.
- Access to the event marketing plan, media plan and CSI initiative, 6 weeks prior to the event: The event will be marketed through news and social media channels of Killarney and other race-related platforms and groups, signage posters and advertisements. Marshals and other duty staff will be drawn from Du Noon and additional CSI opportunities will be relayed to the City.

BENEFITS

Entries & Hospitality

- An agreed allocation of entry tickets
- An agreed allocation VIP access passes
- An agreed hospitality venue if required

Handwritten signature and initials, possibly 'Pa' and 'P'.

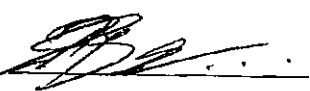
ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. THAT **Western Province Motor Club** (hereinafter referred to as "the **RECIPIENT**") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the **CITY**"), in terms of which the **CITY** agreed to make certain resources and facilities available to the **RECIPIENT** and as consideration for the resources and facilities made available to it by the **CITY**, the **RECIPIENT** agreed to grant the **CITY** the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
2. THAT **Mr Paul Simon** in his capacity as **Events and Operations Manager** of **Western Province Motor Club**, is authorised to sign this Sponsorship Agreement on behalf of the **RECIPIENT** and to sign all other documents and perform all other acts on behalf of the **RECIPIENT** required for implementing the transaction set out in the aforementioned Agreement.

 Paul Simon	Date: 27 APRIL 2020	Place: MILNERTON.
---	----------------------------	--------------------------

Pa.
11/2/20

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

GA.
[Handwritten signatures and initials]



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Appendix "A"

CITY OF CAPE TOWN (the City) EVENTS Policy (the Policy)

PROJECT PLAN

Financial Year (the City's financial year): 1 July 2019 to 30 June 2020

DETAILS AND REQUIREMENTS

No.:

1.

ORGANISATION: Western Province Motor Club (WPMC)

2.

AIMS AND OBJECTIVES OF ORGANISATION:

To be a means whereby persons interested in Motorsport may meet and discuss matters which further Motorsport
To promote and organise all forms of Motorsport
The procurement and provision of amenities and other conveniences for its Members for the purpose of organising social events in respect of Motorsport

3.

PROJECT OR PROGRAMME DETAILS: Bragging Rights CPT Drag and drifting motorsport event to be held at Killarney on Saturday 14 March 2020 (Sunday 15 March is reserved as the rain date).

3.1

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

The Western Province Motor Club (WPMC) has been hosting Streetracing events for many years, this is an premium, special event featuring top drag and drifting competitors from all around South Africa.

This is a premium highlight event for Drag racing fans and will include eighth mile for the extremely fast cars and quarter mile Drag racing and Drifting as well as a variety of other attractions including show vehicles displays and more for the whole family.

These types of events provide a safe alternative to illegal street racing with great and fatal risk to drivers and bystanders. This event is held under the auspices of Motorsport SA with proper rules and safety regulations and environmental codes

3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: The event will be held at Killarney International Raceway, Potsdam Road, Cape Town. Competitors, visitors and supporters from elsewhere in South Africa will be attending.
3.3	Number of attendees and/or participants: How many people attend the event? Competitors numbers will be in the region of 120 in total including roughly 60 guests from outside of the greater Cape Town area. As this is a unique event featuring cars never before seen in Cape Town, a crowd in excess of 7000 spectators is expected..
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: Tourism industry will benefit from visiting teams who will spend on accommodation, entertainment and food Cape will be hosting an additional premium motor sport event. Job creation around the event and spend in local economy on service providers - officials, marshals, security, medical services, media and others
3.5	Sponsorship objectives: Which companies are sponsoring the event? None.
3.6	Swot Analysis: Strengths and Weaknesses: Strengths: Killarney has vast experience in organising events thus this event should run smoothly. The partners in this event Race SA from JHB and Razor Drift also have significant experience. Spectators, excited by this event, will then want to participate in Robot Racing in subsequent weeks. Robot Racing is a safe alternative to illegal street racing Weaknesses: Like any sport or leisure activity, racing could be affected by adverse weather conditions
3.7	Opportunities: How will you grow your event: This event features cars never before seen in Cape Town. Through building the appeal, attendance and awareness of this event. By supporting competitors from out of the greater Cape Town area, this creates hype and great interest.
3.8	Threats: Any concerns about the event: Nothing in particular, except adverse weather beyond the organiser's control
3.9	Marketing and Media: Brief information on the plans (challenges): Radio interviews and advertising.

	Ongoing publicity in social media groups, platforms, online, YouTube videos Ongoing publicity in main news media Tactical publicity opportunities from road accidents, road safety campaigns. Interest of performance industry preparing cars
3.10	Economic Development and Tourism impact: The large contingent of visiting teams will have a significant positive impact on tourism industry, Job creation and vending opportunities Drag racing has multiple economic benefits: sales of fuel, tyres, rims, exhausts, performance engine, suspension, gearbox, clutch parts, performance tuning and conversions, safety equipment, clothing, merchandise, repairs, maintenance Out of town visitors interested in racing can attend events
3.11	Legacy: Killarney has been hosting streetracing for many years. This is a premier event for the top Streetracing drivers, who take this form of motorsport very seriously and so it is very prestigious to be the quickest on the day for this specific event. It has created and sustained a specific performance industry and jobs Marshals and officials have gained skills in managing the event and safety aspects.

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)	Track officials, setup, timing, support vehicles & fuel, trophies and awards	88 000
(ii)	MSA, permits, traffic control, printing, cleaning	47 000
(iii)	Medical, security, car guards	63 000
(iv)	Transportation of visiting Drag competition vehicles , guest attractions	150 000
(v)	Promotion incl radio airtime, newspaper adverts	145 000
(vi)	Entertainment, DJ's, catering, refreshments	120 000
(vii)	Water, electricity	18 575
(viii)	Sundry expenses	5 000
(ix)	Tyres for drifting competitors	110 000
(x)	Show and Shine production	35 000

TOTAL BUDGET - EXPENDITURE

781 575

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	120 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	NA
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	NA
(i)	TICKETING/ENTRY FEES	680 000
(ii)	MERCHANDISING	NA
(iii)		
(iv)		
(v)		
(vi)		

TOTAL BUDGET - INCOME

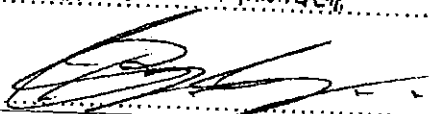
800 000

Duly authorised person of the organisation:

Full Name: PAUL SIMON

RSA ID Number: 8001045165081

Position: OPERATIONS MANAGER

Signature: 

For Official Use Only

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

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

Line Department: - Events

Project Manager: - Josiah Arnoldus

Date: - 18/6/20

Signature: - J. Arnoldus

ANNEXURE "E"

DECLARATION

By
Western Province Motor Club
(Hereinafter referred to as "the RECIPIENT")

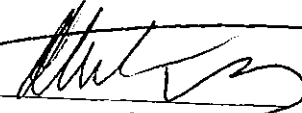
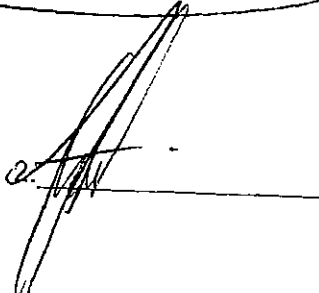
Written assurance confirming implementation of financial management and internal control systems in terms of section 67(1) of the *Municipal Finance Management Act*

I, Paul Simon, in my capacity as, Events and Operations Manager of the RECIPIENT, hereby confirm that the RECIPIENT has in place effective, efficient and transparent financial management and control systems for the management of the transfer payment from the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at MILNERTON on this 27 day
of APRIL 2020.

AS WITNESSES


MR PAUL SIMON
EVENTS AND OPERATIONS
MANAGER
THE RECIPIENT

1. 
2. 

TRANSFER PAYMENT CHECKLIST

ANNEXURE "F"

NAME OF EVENT:

ORGANISATION NAME:

VENDOR NO:

EMAIL ADDRESS:

TEL NO:

CASH PAYMENT:

PAYMENT DATE:

Required Documentation	YES	NO
Register on CSD		
Income & Expenditure Reports is required if the amount is less than R50 000, if the amount exceeds R50 000 the latest audited Financial statements is required		
Business Plans & Project Plan		
Registration certification		
Valid original Tax clearance certificate		
Proof of banking details (cancelled cheque or 3 months bank statements)		
Check Vendor status (SAP XK03) and print screen with vendor no & bank details		
Vendor Registration Form (if not a vendor) Certified copy required with all supporting documents listed in section 8 of the VRF plus: • declaration of interest (applicable for all vendors) • letter from bank with signatories • Proof of address		
If renting a copy of the lease agreement and the owner's municipal account to be forwarded. The municipal account must be up to date, if not the arrears to be paid in full or arrangements must be made to pay the arrears off and proof to be forwarded.		
Memorandum of agreement to be completed & with ID's of signatories		
Payment Request form to be completed		
A zero rated TAX invoice if beneficiary has a VAT number. Or an Invoice if beneficiary does not have a VAT number. Invoice to be addressed to accounts payable, private bag X6, Bellville 7530		
A copy of the MOA with annexures to be given to the beneficiary		



UNDERWRITING MANAGERS (PTY) LTD

Renewal, Effective 29 August 2019

INSURED	WESTERN PROVINCE MOTOR CLUB
INSURED POSTAL ADDRESS	P.O. BOX 220, TABLE VIEW, 7439
INSURED PHYSICAL ADDRESS	6 POTSDAM ROAD, KILLARNEY GARDENS, 7441
VAT NUMBER	4430103772
BROKER	AON SOUTH AFRICA (PTY) LTD - JHB
POLICY FORM	EVENTS LIABILITY - Annual
POLICY NUMBER	KEU 00683
RENEWAL DATE	29 August 2020
VAT APPLICABLE	STANDARD VAT (15.00 %)
PERIOD OF INSURANCE	From: 29 August 2019 To: 28 August 2020 (Both Dates Inclusive)
ESTIMATED ATTENDANCE	10 000 Pax Per Event.
LOCATION	KILLARNEY MOTOR RACING CIRCUIT - CAPE TOWN
ESTIMATED ANNUAL TURNOVER	ESTIMATED ANNUAL TURNOVER OF R23 600 652.50 FOR THE CURRENT YEAR.
NUMBER OF EVENTS	ESTIMATED AT 67 EVENTS FOR THE NEXT 12 MONTHS
JURISDICTION	Republic of South Africa
EVENT / DESCRIPTION OF BUSINESS	VARIOUS EVENTS ORGANISED AND/OR HOSTED BY WESTERN PROVINCE MOTOR CLUB
TERRITORIAL LIMITS	Republic of South Africa

EVENTS LIABILITY SECTION

Period of Cover

Annual Event Liability Insurance Cover.

RISK ITEMS

Events Liability

	SUM INSURED	EXCESS
R 50,000,000.00 (VAT Inclusive)	Any one occurrence and	
R 50,000,000.00 (VAT Inclusive)	In the Aggregate iro all third parties	

EXTENSION

Employers Liability
Statutory Legal Defense Costs
Wrongful Arrest and Defamation
Emergency Medical Expenses
Spread of Fire
Food and Drink
Temporary Construction

R 5,000,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 500,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 150,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 500,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 10,000,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 10,000,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate
R 10,000,000.00 (VAT Inclusive)	Any one occurrence and in the aggregate

SECTION EXCESS STRUCTURE

R 10,000 each and every loss (Not applicable to Emergency Medical Expenses)

MINIMUM AND DEPOSIT PREMIUM

R 75,000.00 (VAT Inclusive)

Adjustable annually on declaration of actual turnover / number of events

BROKER COMMISSION

15.00%

SECTION MEMO



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Please Note:

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

Events Liability Conditions:

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

Definition of sub Limits:

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



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Name of Event	Date of Event
Saturday, 31st August 2019	Power Series Practice (Rnd 7) (9am-2pm)/Oval Track Racing (2pm-9pm) / Karting (Rnd 6)
Saturday, 07th September 2019	Power Series (Rnd 7)
Saturday, 14th September 2019	Streetcar Track Day (6th) (9am-2pm) / Setup for Sundays activities (from 2pm) / Karting (Rnd 7)
Sunday, 15th September 2019	Killarney All Terrain MTB Challenge & Spring Market & Truckers Charity Convoy (TBC)
Saturday, 21st September 2019	Motorcycle Track School (7th) (9am-2pm) / Oval Track Racing (2pm-9pm)
Saturday, 24th September 2019	Heritage Day (Public Holiday) Streetcar Track Day (7th) (9am-2pm)
Saturday, 28th September 2018	Extreme Festival - Killarney
Saturday, 04th October 2019	Moonlight Dog Walk, from 7pm (TBC)
Saturday, 05th October 2019	Drag racing (Rnd 8) / Short Circuit Racing (Rnd 8)
Saturday, 12th October 2019	Motorcycle Track School (8th) (9am-2pm)/Oval Track Racing (2pm-9pm) / Karting (Rnd 8)
Sunday, 13th October 2019	Ride For Hope - Sunflowerfund (TBC)
Saturday, 19th October 2019	Power Series (Rnd 8)
Saturday, 26th October 2019	No events - KMS setup
Saturday, 27th October 2019	KILLARNEY MOTOR SHOW
Saturday, 02nd November 2019	No events - WRX setup
Saturday, 09th November 2019	FIA International WRX, Cape Town
Sunday, 10th November 2019	FIA International WRX, Cape Town
Saturday, 16th November 2019	RallyCross (6th) / WBMK Gymkhana (5th)
Saturday, 23rd November 2019	Motorcycle Track School (9th) (9am-2pm) / Oval Track Racing (2pm-9pm)
Saturday, 24th November 2019	Cape Town Toy Run
Saturday, 30th November 2019	Power Series (Rnd 9)
Saturday, 07th December 2019	Streetcar Track Day (8th) (9am-2pm) / Oval Track Racing (2pm-9pm)
Saturday, 14th December 2019	8 Hr 150cc Motorcycle endurance (on Karting circuit) / WBMK Gymkhana (6th)
Monday, 16th December 2019	Day of Reconciliation (Public Holiday)
Saturday, 21st December 2019	TBC
Saturday, 28th December 2019	StreetFest 2019 - Drag racing and more (29th is reserved as the rain date)
Sunday, 29th December 2019	Rain date for StreetFest

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

SIGNATURE:

NAME: Alistair Louw

Date: 01 August 2019

KEU Underwriting Managers (PTY) LTD Reg No 2013/209781/07
 Authorised Financial Services Provider - 5076
 This document is compliant with the Commissioner's direction in terms of section 20(7) or 21(5) (as the case may be) of the Value Added Tax Act No 89 of 1991.



Underwritten by Centriq Insurance Company Limited VAT No 4230187124
 Authorised Financial Services Provider - 3417
 Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.



UNDERWRITING MANAGERS (PTY) LTD

1. INTERPRETING THIS POLICY

- 1.1. This Policy contains a number of words and phrases which have specific meanings and most of which are capitalised. The Definitions below contain many of these words and phrases (others are set out in this Policy's body and are designated by terms in quotation marks).
- 1.2. KEU also applies certain rules when interpreting this Policy and the Interpretation Guide, which sets out these rules, as below.
- 1.3. This policy is only legally enforceable if it includes a schedule signed by one of our officers, unless ratified by us in writing afterwards.

2. INTERPRETAION GUIDE

- 2.1. In this Policy, headings are for convenience and are not intended to be used to interpret the Policy.
- 2.2. Unless this Policy indicates to the contrary, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.
- 2.3. The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem* generis rule shall not be applied in the interpretation of such general wording or such specific example.
- 2.4. Where this Policy specifies any number of days, the number of days includes the first day and includes the last day.
- 2.5. Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;
- 2.6. This Policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.
- 2.7. The words and phrases in the Definitions below, bear the meanings assigned to them and related expressions bear corresponding meanings.

3. DEFINITIONS

- 3.1. "The Act" means the Short term Insurance Act, number 53 of 1998, or its successor in title.
- 3.2. "Business" means the scope of the Insured's trading activities specified in the Schedule.
- 3.3. "Civil Liability" means Liability for the compensatory damages, costs and expenses that a civil court might order the insured to pay on a claim (as opposed to criminal liability or penalties). It includes the legal costs of the person making the claim, for which the insured becomes legally liable to pay.
- 3.4. Claim/s means the receipt by the insured of:
 - 3.4.1. any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the insured; or
 - 3.4.2. any written demand from a third party claiming compensation against the insured.
 - 3.4.3. any request for compensation (indemnity), whether or not any amounts have been established for the claim.
- 3.5. "Claim Investigation Costs" means the legal costs and expenses of investigating, any claim (or anything which might result in a claim), which would be covered by this policy.
- 3.6. "Cover (and Covered)" means indemnity and indemnity shall not include any component of profit.
- 3.7. "Claim" means the claims, liabilities, losses, costs or circumstances which may give rise to a claim, which we may or may not agree to cover under this policy.
- 3.8. "Damage" means loss of possession or control of or actual damage to property or interference with servitude or right of access or other infringement of real or personal rights to the use of property.
- 3.9. "Damages" in law means an award, typically of money, to be paid to a person as compensation for loss or injury.
- 3.10. "Data" means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to text or digital media.
- 3.11. "Documents" means any documents of any nature including but not limited to electronically stored data, software or computer programs for, or in respect of, any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments. Loss or damage to documents does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.
- 3.12. "Employee" means a natural person who is not a principal, but who:
 - 3.12.1. has at any time entered into an employment and/or service level and/or provider agreement with the insured's firm or incorporated body and is financially compensated for that service; and/or



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- 3.12.2 volunteers, Marshalls, ushers and the like that may not be financially compensated; and/or
- 3.12.3 is or was, at the time of the relevant act, error or omission giving rise to the claim under the insured's direct control and supervision in the course of the conduct of the services.
- 3.13. **"Employment Agreement"** means a formal agreement that specifies the conditions of the relationship between an employee and an employer including compensation and expectations. They can be executed for a specified period of time (fixed term agreement), such as one(1) year but are usually automatically renewed on the anniversary date of the agreement and are terminated either by means of a termination notice or letter of resignation.
- 3.14. **"Enquiry (or Enquiries)"** means any legal or quasi legal enquiry into a matter in respect of which this policy would otherwise respond if a claim for compensation has been made against the insured arising from a matter that is the subject of the enquiry, in respect of which the insured is legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over the insured (either by reason of a statutory power or by reason of the Insured's membership of a professional association that has the power to discipline its members) but that does not have the power to make an order for compensation to a third party or to award any pecuniary penalty.
- 3.15. **"Event"** means the specified event/s that the insured or event organiser will plan and arrange or provides a service for.
- 3.16. **"Event organiser"** means someone who plans social events as a profession and in the ordinary course of their business takes responsibility for the production of such events from conception through to completion, including, but not limited to exhibitions, fairs; festivals; conferences; promotions, product launches; fundraising and social events.
- 3.17. **"Excess"** means the part the insured must pay for each covered claim.
- 3.18. **"Incident"** means any act, error or omission giving rise to legal liability as insured by this Policy.
- 3.19. **"Injury"** means death, bodily or mental injury, illness, or disease.
- 3.20. **"Insured"** means each of the following, individually and jointly:
- 3.20.1. each person, firm or incorporated body identified in the schedule as an insured of any such firm or incorporated body;
- 3.21. **"Joint Venture"** means an undertaking (regardless of what it is called) that the insured carries on together with someone else who is otherwise covered under this policy.
- 3.22. **"Known Circumstance"** means any fact, situation or circumstance that:
- 3.22.1. an insured was aware of at any time before this policy began or before this policy was amended/endorsed; or
- 3.22.2. a reasonable person in the insured's professional position would have been aware of, at any time before this policy began or before this policy was amended and/or endorsed.
- 3.23. **Limits of Indemnity**
- 3.23.1. This is the amount payable, inclusive of any legal costs, legally recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any one occurrence or series of occurrences with the one original cause or source that will not exceed the limit of indemnity as contained in the schedule.
- 3.24. **"Legal person/s or entities"** means any legal person including both public and private companies; close corporations (while they are still recognized); trusts; voluntary associations or any entities recognised as such by legislation including joint ventures between legal *personae*
- 3.25. **"Occurrence"** means an Event or series of events arising out of one original source.
- 3.26. **"Policy"** means this insurance policy which is made up of:
- 3.26.1. the policy document;
- 3.26.2. the schedule to this policy;
- 3.26.3. the endorsements, if any, contained in the schedule;
- 3.26.4. the information given to KEU by or on behalf of the insured in the proposal and any other way.
- 3.27. **"Policy Limit"** means the limit stated in the schedule as the total sum insured.
- 3.28. **"Principal"** means a sole practitioner, a partner of a firm, a member of a Close Corporation; a director of a company or a member of a Voluntary Association, which Firm; Company; Close Corporation; Association is covered by this policy.
- 3.29. **"Premium"** means the amount payable by the Insured prior to Inception of the Policy.
- 3.30. **"Professional Services"** means advice given or work done or any actions taken by the Insured when functioning in any capacity involving special skill or knowledge related to the Insured's business activities stated in the schedule.
- 3.31. **"Proposal"** means the written proposal form together with any supplementary material completed by or on behalf of the insured, which was given to KEU, and relied on by KEU to give effect to this policy.



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- 3.32. "Public Loss Adjusters" means an insurance claims adjuster who is an advocate for the insured in appraising and negotiating a first party insurance claim.
- 3.33. "Renewal Period" means a period of 12 (twelve) consecutive months as shown in the Schedule.
- 3.34. "Renewal date" means the first day of a period of 12 (twelve) consecutive months as shown in the Schedule.
- 3.35. "Schedule" means the annexure forming part of this Policy.
- 3.36. "Service Agreement" means an agreement between a service provider such as a caterer, and end user, such as the insured. It essentially defines the level of service that is expected from the service provider.
- 3.37. "Specific Cover Limits" means the limit in the aggregate stated in the insurance cover for each of the matters listed in the schedule under "Specific Cover Limits".
- 3.38. "Sub-contractor" means an independent contractor/service provider/outsourcer whether either a natural or legal person, not being an employee of the insured, who takes responsibility for a portion of a contract in order to organise the event, from the Insured.
- 3.39. "Terrorism" means any act, or preparation in respect of an action, or threat of action designed to influence the government *de jure* or *de facto* of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) *de jure* or *de facto*, and that:
- 3.39.1. involves violence against one or more persons; or
- 3.39.2. endangers life other than that of the person committing the action; or
- 3.39.3. creates a risk to health or safety of the public or a section of the public; or
- 3.39.4. is designed to interfere with or to disrupt an electronic system.
- 3.40. "Temporary Structures" means a light or sometimes heavy, usually open building or structure, which can be used for shelter, concerts, exhibits, pedestrian crossings and the like, to be held at the venue, erected by the event organiser or on its instruction including but not limited to marquees; tents; stands; stages; exhibition stands and the like.
- 3.41. "Territorial Limits" means the area's within the Republic of South Africa that this policy will be enforceable for events and causes of action resulting therefrom, unless otherwise specified in the schedule.
- 3.42. "The Venue" means any place where the organised event, takes place which forms the subject of this policy.
- 3.43. "Us/Our/We" means KEU Underwriting Managers (Pty) Limited underwriting on behalf of Centriq Insurance Company Ltd.
- 3.44. "Volunteer" means an unpaid, freewill or voluntary worker.
- 3.45. "You/Your/Insured" means the party/s noted in terms of the schedule as being the insured covered in terms of the policy.

4. THE PROPOSAL

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

5. COVER UNDER THIS POLICY

- 5.1. Subject to the general terms and conditions and/or provisions and the prior payment of the premium by or on behalf of the insured and the receipt of the premium by us, we agree to indemnify or compensate the insured by payment in respect of damages or injury for which the insured may become legally liable to pay to third parties during the period of insurance and as otherwise provided under this policy bearing in mind the wording to the sums insured, limits of indemnity, compensation and other amounts specified.
- 5.2. The civil liability we provide cover for in this policy, includes the following types of civil liability claims arising out of the conduct of professional services:
- 5.2.1 Breach of a duty of care.
- 5.2.2 Unintentional defamation.
- 5.2.3 Loss of or damage to documents that were in the insured's physical custody or control at the time of loss or damage.
- 5.2.4 Delictual liability only, in the event of a breach of warranty of authority committed, by or on behalf of the insured, in good faith and in the belief that appropriate authority was held.
- 5.3. We also pay in addition to the policy limit (but only up to an amount equal to the policy limit) claim investigation costs.
- 5.4. We only pay these, however, if either:
- 5.4.1 we incur them; or



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- 5.4.2 the insured incurs them after first obtaining our permission in writing and these costs and expenses are in our view reasonable and necessary.
- 5.5. We are not obliged to defend, or to continue to defend, any claim (or covered claim) or pay, or continue to pay any costs or expenses associated with such defence, once the policy limit has been exhausted.
- 5.6. We will under no circumstances pay for any costs associated with the appointment of public loss adjusters.
- 5.7. We also pay all reasonable and necessary costs incurred by the insured at our request in the preparation of a defence to a claim covered by this policy up to an aggregate amount of R10 000 (ten thousand) (which is included within and not in addition to the policy limit) in respect of all claims covered by the policy.
- 5.8. If we elect not to take over and conduct the defence or settlement of any claim, we will pay all claims investigation costs provided that:
- 5.8.1 we have not already denied indemnity under the policy; and
- 5.8.2 our written consent is obtained prior to the insured incurring such claims investigation costs (such consent not to be unreasonably withheld).
- 5.9. We reserve the right to recover any claims investigation costs paid under this section from the insured or others covered by this policy:
- 5.9.1 if the insured makes an admission in writing of any fraudulent, dishonest, malicious or intentional misconduct; and
- 5.9.2 in the event and to the extent that it is subsequently established by judgment or other final adjudication that the insured was not entitled to cover under this policy.
- 5.10. We also cover Employees of the insured in respect of civil liability arising from the performance of the professional services, but not in respect of damages suffered:
- 5.10.1 by them in their personal capacities, unless specifically noted to be included in the Policy Schedule or;
- 5.10.2 claims or losses that arise from dishonest, fraudulent, criminal or malicious acts, omissions or breach of fiduciary duty by such employees.
- 5.11. We cover most mergers and acquisitions where entities (practising in the same professional discipline as the professional services) are merged with or acquired by the insured while this policy is in force. This cover is only for a maximum of 30 (thirty) days from the date of the merger or acquisition (or until the policy expires whichever is sooner). We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive date for such cover is deemed to be the date of the merger or acquisition by the insured unless we agree otherwise in writing. We only provide cover to the person, firms or incorporated bodies, if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the claim or circumstance to us:
- 5.11.1 to be bound by this policy; and
- 5.11.2 to be liable jointly or individually with the insured, for paying the excess (or any other payment due to us under this policy) in respect of any cover provided to them under this policy.
- 5.12. **The Policy Limit**
- 5.12.1 The policy limit applies to any one claim and/or aggregated claims including all subsections in this policy.
- 5.12.2 The policy limit does not increase if there is more than one person, firm or incorporated body insured under this policy, or if more than one insured person causes or contributes to the claim.
- 5.13. **Specific cover limits**
- 5.13.1 Should a claim be formulated in terms of this Policy, all the sub-limits of insurance cover in terms of this policy will be dealt within the aggregate and accordingly form part of the total sum insured in terms of this policy and will not be dealt with in isolation.
6. **PERIOD OF THIS POLICY**
- The period of this policy is the period from the start date of this policy to the last date, as shown on the Schedule.
7. **CLAIMS**
- 7.1 **Claims preparation Costs**
- 7.1.1 We will compensate you for any reasonable costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have.



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7.2 Claims settlement basis

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

7.2.1.1 repairing;

7.2.1.2 replacing;

7.2.1.3 paying cash; or

7.2.1.4 any combination of these.

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

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

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

7.3 Claims Procedure

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

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

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

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

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

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

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

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

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

7.4 Supplementary Payments

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

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

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

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

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

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

7.4.2 We will do this provided that:

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



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7.5 Insurer's rights after an event

- 7.5.1 Upon the happening of any occurrence in respect of which a claim is or may be made under this policy, we and every person authorised by us, including attorneys, assessors and the like, may, without incurring any liability and/or diminishing any of our rights, rely on any condition of this policy to:
- 7.5.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. The insured will not be entitled to abandon any property, but will be obliged to surrender it to us at our request if practical and reasonably possible to do so;
 - 7.5.1.2 insist that the insured keep and hold in safe custody any movable property which might be relevant and which tends to prove or disprove liability in the prosecution of the claim or any subsequent claim formulated by us.
 - 7.5.1.3 take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. However no admission, statement, offer, promise, payment or indemnity will be made by the insured without our written consent.
 - 7.5.1.4 You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- 7.5.2 The insured will at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we will be, or could become, subrogated upon indemnification of the insured whether such things will be required before or after such indemnification.
- 7.5.3 In respect of any section of this policy under which an indemnity is provided for liability, we may, upon the happening of any occurrence, pay the insured the limit of indemnity provided in respect of such occurrence or any lesser sum for which the claims arising from such occurrence can be settled and we will thereafter not be under further liability in respect of such occurrence.
- 7.5.4 You will be obliged to provide us with a detailed incident report supported by whatever relevant and necessary documentation might be necessary under the circumstances to enable us to assess the claim properly.

7.6 Fraud or wilful acts

- 7.6.1 You will lose all rights to claim under this policy if:
- 7.6.1.1 a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
 - 7.6.1.2 a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement, knowledge or consent or anyone acting on your behalf or under your direct control; or
 - 7.6.1.3 information or documents in support of a claim, whether created by you or on your behalf or by an individual under your direct control, is not true, is not complete or is fraudulent; or
 - 7.6.1.4 the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf or under your direct control.
- 7.6.2 The terms, specific conditions, general conditions and provisions of this policy will apply strictly and any breach thereof will render voidable the policy or alternatively, we can refuse to pay any claim in terms of the policy at our sole discretion.

7.7 Insured's right to contest

- 7.7.1 If an insured elects not to consent to a settlement that we recommend and wants to contest; defend or continue the legal proceedings, then we only cover the insured (subject to the policy limit) for:
- 7.7.1.1 the amount we could have settled for; less
 - 7.7.1.2 the relevant excess listed in the schedule; plus
 - 7.7.1.3 the claim investigation costs calculated to the date the insured elected not to consent to the settlement.

7.8 Time Limits

- 7.8.1 If we reject a claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 180 (one hundred and eighty) days from the date of such communication, make written representations or institute legal proceedings against us.
- 7.8.2 We are not liable after 36 (thirty six) months from the date of the event that gives rise to a claim, unless the claim is the subject of court action or arbitration for amounts for which you may become legally liable.

8. EXCLUSIONS

- 8.1 Unless specifically so noted in the schedule, we will not indemnify you in respect of liability directly consequent upon, or by, or in connection with injury to any person employed by the insured or in an apprenticeship and arising from and in the course of such employment with the insured.
- 8.2 We will not indemnify the insured in respect of any liability relating directly consequent upon or by or in connection with damage to:
- 8.2.1 property belonging to the insured;
 - 8.2.2 property in the custody or control of the insured including property belonging to any partner, director or employee of the insured. This includes all equipment and property specifically hired to host or present the event for which you are responsible
 - 8.2.3 claims for the cost of physical modifications to the premises, plant or equipment owned or occupied by the insured
 - 8.2.4 the negligence of subcontractors or service providers of the insured; unless specifically noted to be included as per the Policy Schedule
 - 8.2.5 damage as a result of the wilful misconduct, act or omission of volunteers;
 - 8.2.6 damages to the venue(s) as described in the schedule, unless otherwise specified and noted in terms of the schedule and subject then to a pre- event and post - event inspection of the venue being conducted according to our specification;
 - 8.2.7 unless otherwise specified in the schedule, to that part of any property on which the insured is or have been working such as the field; walls; pitch; grass or any surface
 - 8.2.8 area of the venue, if such damage results directly from such work and if so noted in the schedule, subject then to a pre- event and post event inspection of the venue being conducted according to our specifications;
 - 8.2.9 liability consequent upon injury or damage directly caused by or through or in connection with:
 - 8.2.9.1 any advice or treatment of a professional nature (other than first - aid treatment) given or administered by or at the direction of the insured; unless specifically endorsed to be included.
 - 8.2.9.2 any liability dealt with in the ROAD ACCIDENT FUND or any of its predecessors in title or any subsequent and similar legislation dealing with the same type of liability.
 - 8.2.9.3 furthermore, the ownership, possession or use by, or on behalf of the insured of any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, DRONES or similar aerial devices and rolling stock whilst being used by the insured or a third party will not be covered.
 - 8.2.9.4 Any physical damage to any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, aerial devices or rolling stock whilst being used at an event, however caused
 - 8.2.9.5 the ownership, possession, maintenance, operation or use of aircraft or an airline, hot-air balloon and all and any other aerial devices.
 - 8.2.9.6 goods or products (including containers and labels) sold or supplied that is happening elsewhere other than the premises occupied by the insured;
 - 8.2.9.7 any defect or error or omission from work that occurs after completion and handing over of such work.
 - 8.2.9.8 unintentional; dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this policy;
 - 8.2.9.9 vibration or by the removal or weakening of or interference with support to any land, building or other structure.
 - 8.2.9.10 liability assumed by Policy (other than under the insured's own standard terms and conditions) as long as it has been accepted by us in writing, more specifically described as:
 - 8.2.9.11 pollution or contamination, provided always that this exception will not apply where such seepage, pollution or contamination is caused by sudden unintended and/or an unforeseen occurrence; and/or
 - 8.2.9.12 the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances unless the seep-age was unintended and was as a result of an unforeseen occurrence.
 - 8.2.9.13 fines, penalties, punitive, exemplary or vindictive damages, whether contractual; delictual or legislative
 - 8.2.9.14 intoxicating drugs and/or alcohol where a person has injured themselves due to their own intoxication
 - 8.2.9.15 Unless included in the schedule, we will not cover any injury, damage or loss that was caused by an animal.
 - 8.2.9.16 We will not be held liable for any person or third party contracting the Acquired Immune Deficiency Syndrome ("AIDS"), Hepatitis B, and Hepatitis C in any form whatsoever.
 - 8.2.9.17 pyrotechnics, fireworks and related activities;



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- 8.2.9.18 defamation, libel, slander or breach of copyright including the misuse of computer software;
- 8.2.9.19 asbestos and silicosis in whatsoever form or quantity;
- 8.2.9.20 consequential economic or pecuniary loss;
- 8.2.9.21 any form of performance, surety, credit or financial guarantee
- 8.2.9.22 assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the insured; or any
- 8.2.9.23 injury to members of the public attending the event, including sexual assault, sexual harassment, sexual molestation or rape, unless it is found by a competent court that the insured was negligent in not providing sufficient protection to the public in order to avoid such injury.
- 8.2.9.24 or indirectly caused by:
 - 8.2.9.24.1 an interruption event including but not limited to civil commotion, labour disturbances, riot, strike, lockout, or public disorder or any act or activity that is calculated or directed to bring about any of the foregoing, unless it is found by a competent court that the insured was negligent in not providing sufficient protection in order to avoid such damages from this cause.
 - 8.2.9.24.2 war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;
 - 8.2.9.24.3 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege; or
 - 8.2.9.24.4 Terrorist actions, insurrection, rebellion or revolution;
- 8.2.9.25 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- 8.2.9.26 any act that is calculated or directed to bring about injury or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial,
- 8.2.9.27 local or tribal authority, or for the purpose of inspiring fear in the public of any section thereof;
- 8.2.10 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in the abovementioned sections.
- 8.2.11 alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking)
- 8.2.12 Foreign Courts Claims: this policy does not cover any action first brought in a court outside of the Republic of South Africa or any action brought in a court within the Republic of South Africa to enforce a judgment handed down in a court outside of the Republic of South Africa.
- 8.2.13 Punitive and Exemplary Damages Claims. These claims include:
 - 8.2.13.1 claims for punitive, aggravated or exemplary damages for fines or penalties,
- 8.2.14 Intentional Damages. These claims include:
 - 8.2.14.1 claims arising from acts, errors or omissions by the insured or any person entitled to indemnity under this policy with the intention of causing a third -party loss, damage or injury, or with reckless disregard for the consequences; or
 - 8.2.14.2 Any wilful breach of any statute, policy or duty by an insured or any person entitled to indemnity under this policy.
- 8.2.15 De-registration: Insofar as the insured is required by law to maintain a statutory registration in order to be entitled to practise or provide the professional services, claims arising from acts, errors, or omissions by or on behalf of the insured subsequent to the cancellation or suspension of such statutory registration.
- 8.3 Unless otherwise provided, nothing in this policy will give any rights to any persons other than the insured. Any extension providing indemnity to any person other than the insured will claim on behalf of such person/s. The receipt of the insured will in every case be a full discharge to us.
- 8.4 If alleged that, by reason of this exception, injury or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.
- 8.5 If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event, the policy will automatically lapse and if continuous cover is required additional premiums will become payable for a new policy.



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9. EXTENSIONS

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

- 9.1.1 If the insured requests it, we will indemnify the insured against costs for which the insured who will become liable to pay to employees and/or third parties for immediate **emergency medical** treatment howsoever caused as may be necessary up to the limit of indemnity stated in the policy schedule. This section is payable immediately upon an accident but will cease as soon as the injured party has arrived at a medical facility.
- 9.1.2 If the insured requests it, we will indemnify the insured against damages for which the insured might become liable to pay for any **employee, partner or director** of the insured against costs and expenses incurred by or on behalf of such person with our written consent, in the defence of any action brought against such person in the course of his/her occupation with the insured arising from an alleged contravention of legislation, such consent to be given by us on the basis of specific terms and conditions.
- 9.1.3 If the insured has requested it, we will indemnify the insured only and the persons mentioned in the schedule responsible for the erection of the **temporary structure** if an injury or damage at the venue is directly caused by the collapse of the temporary structure for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.
- 9.1.4 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by the supply of **food or drink** for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.
- 9.1.5 If the insured has requested it, we will indemnify the insured against loss, damage or injury directly caused by **spread of fire**, but not fire to the venue itself or any property in the care; custody or control of the insured, for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.
- 9.1.6 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by-
 - 9.1.6.1 any loss, damage or injury directly caused to any person whilst **participating** in and during an insured sporting event up to the limit of indemnity in terms of the policy stated in the Schedule
 - 9.1.6.2 assault or battery committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or be placed in custody by the police or a law enforcement officer.
 - 9.1.6.3 injury, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of an investigation of acts of shoplifting or theft or defamation including defamatory statements, whether written or verbally made by the insured.
- 9.1.7 **Statutory Legal Defence Costs** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of the insured or any employee, partner or director of the insured with our consent in the defence of any prosecution of the insured or any employee, partner or director of the insured arising from an alleged contravention of any statute in the course of the business during the period of insurance. Provided that:
 - 9.1.7.1 in the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed.
 - 9.1.7.2 we shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon.
 - 9.1.7.3 such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.
- 9.1.8 **Wrongful arrest and defamation** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against damages:
 - 9.1.8.1 resulting from wrongful arrest (including assault in connection with such Wrongful arrest);
 - 9.1.8.2 in respect of defamatory statements whether written or verbal; provided always that the limits of indemnity shall not exceed the amount stated in the schedule.

10. OTHER INSURANCE

- 10.1 The insured must immediately advise us in writing of any insurance already affected or which may subsequently be affected covering in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this policy.
- 10.2 If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.
- 10.3 Unless otherwise noted in the schedule, where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, provided that our aggregate liability does not exceed the limit of the indemnity stated in the schedule.
- 10.4 Subject to it being noted differently in the schedule, and save for as provided for in terms of this clause 10, we will also not cover any insured in the event of any co-insured proceeding with litigation against a fellow co-insured for any cause of action covered in terms of this policy.

11. INFORMATION THAT AFFECTS THE RISK

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

12. THE EXCESS

- 12.1 We only cover the insured (up to the policy limit) for that part of the covered claim above the excess.
- 12.2 The insured must pay only one excess for all covered claims or losses covered by this policy arising from the same claim.
- 12.3 Should a claim arise from various incidents occurring at the same event, an excess shall apply in respect of each incident.

13. LOSS PREVENTION

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

14. GENERAL PROVISIONS

- 14.1 The insured may not cancel the policy and reclaim premiums paid after written acceptance has been received from us, except following the cancellation of the insured event.
- 14.2 Before this policy came into effect, we were provided with information by or on behalf of the insured in the proposal. We have relied on this information to decide whether to enter into this policy and on what terms.
- 14.3 If any of that information is wrong or false, it may affect entitlement to cover under this policy.
- 14.4 This policy is in force for the period of insurance stated in the Schedule.
- 14.5 If full payment of the gross premium as stated in the schedule is not made, there is no cover.

15. GENERAL PROVISIONS - CLAIMS

- 15.1 Any claim made in writing against the insured as a result of an occurrence reported in terms of the (herein termed occurrence) will be treated as if it had first been made against the insured on the same day that the insured reported such occurrence to us.
- 15.2 The insured must give notice to us of any fact, occurrence or circumstance that materially changes the assessment of the risk and premium charged at the time when the policy was effected. Failure to notify us will render the policy void, alternatively, we will not have to pay out a claim, the choice of which will be at our sole discretion.
- 15.3 We do not provide cover for any of the following claims, (or losses or liabilities) or any associated costs:
 - 15.3.1 known claims and known circumstances that include:
 - 15.3.1.1 known claims (or losses) as at the inception date of this policy; or
 - 15.3.1.2 claims (or losses) arising from a known circumstance; or
 - 15.3.1.3 claims (or losses) directly or indirectly based upon, attributable to, or in consequence of any such known circumstance or known claims (or losses); or
 - 15.3.1.4 claims (or losses) disclosed in the proposal or arising from facts or circumstances disclosed in the proposal; or
 - 15.3.1.5 to the extent that the policy is endorsed or amended mid-term, for any claim that arose from a known circumstance (as set at the effective date of the amendment / endorsement) to the extent that the claim would not have been covered by the policy before such amendment/endorsement.
- 15.4 If there is any fact or misstatement in the proposal that relates to an insured, we do not attribute it to any other insured, for the purposes of this policy, unless the insureds were aware of the misstatements.



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

15.6. **Specific Conditions**

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

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

15.7. **Jurisdiction**

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

Cancellation or Lapsing of the Policy

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

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

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

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

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

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

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

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

15.8. **Amendments to conform to Law**

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



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DISCLOSURE DOCUMENT

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

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

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

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry. You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Service Provider for further assistance.

2. About the Financial Advisor (Broker) /Intermediary

Name:	AON SOUTH AFRICA (PTY) LTD - JHB		
Company Registration Number:	1978/004501/07		
FSP Number:	20555		
Postal Address:	PO Box 174, PARKLANDS, 2121	Physical Address	THE PLACE, 1 SANDTON DRIVE, SANDHURST, SANDTON, 2196
Tel Number:	011-944-7589	Fax Number:	086-555-9761
Email:	Faldielah.vandorsen@aon.co.za	Website:	

Legal status of your Financial Advisor/ Intermediary

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

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

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

"Authorised Financial Services Provider Licence No. 5076"

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

Physical Address:

88 Monkor Road, Randburg, 2125

Postal Address:

Postnet Suite 125, Private Bag X10030, Randburg, 2125

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

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

- We act in terms of a Binder Holder Agreement with the Insurer and receive a binder fee of not more than 10 to 15% of the gross premium from the Insurer.

- We do not hold shares in the insurer and we did not receive more than 30% of our total remuneration from the insurer in the last 12 months.

- Our Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. Our policy Number is P51 004430.

- We are not required to hold any IGF cover as we do not collect any premium from policyholders.

- "Our Intermediaries earn commission of 12.5% in respect of Motor business and a structured commission between 10% and 20% in respect of Non-Motor business on the gross premium shown in the policy schedule.

- Our Conflict of interest policy is available on our website at www.keu.co.za

Details of our Compliance Officer

Associated Compliance, Reg No 2003/029557/07

Physical Address:

Ground floor, Lakeview House, Constantia Office Park, Corner 14th Avenue and Potgieter Street, Weltevreden Park, Roodepoort, 1709

Postal Address:

PO Box 9655, Devon Valley 1715

Contact details: info@associatedcompliance.co.za, 011 678 2533, www.associatedcompliance.co.za

The Compliance Officer is Mr C Ormrod, who is contactable at the numbers above.

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



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4. Details of your Insurer

Centriq Insurance Company Limited (The Insurer), Company Registration No 1998/007558/06, Financial Services Provider No 3417
Category Licence: Short-term Insurance – Commercial, Life and Personal Lines (advice and intermediary services)

Physical address:

The Oval, Second Floor, West Wing,
Wanderers Office Park, 52 Corlett Drive,
Illovo, 2196

Postal address: PO Box 55674, Northlands, 2116

Telephone Number: 011 268 6490 Fax Number: 011 268 6495 E-mail: info@centriq.co.za / www.centriq.co.za

The Compliance Officer is assisted by Compli-Serve (Pty) Ltd, who is contactable at the numbers above and email below.
Email: compliance@centriq.co.za

The Claims Manager is contactable at the numbers above and email below.
Email: claims@centriq.co.za

In the event of a complaint, please contact.

Email: faiscomplaints@centriq.co.za / claimscomplaints@centriq.co.za

The Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. The policy Number is P51 004430.

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

5. Extent and nature of premium obligation

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

Once-off risks:

Premium payment is due prior to the inception of cover.

Annual policies:

IGF intermediaries – Payment of premium is due within 15 days from the end of the month of collection.

Cash intermediaries – Payment of premium is due at inception of cover.

Monthly payments or debit order payments – Final instalment of current period of insurance is due 30 days prior to the renewal date of the upcoming period as stipulated in the policy schedule.

- Consequence of non-payment:

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

6. Other matters of importance

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

7. How to Institute a claim

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

8. Warning

- Do not sign any blank or partially completed forms.
- Complete all forms in ink
- Keep all documents handed to you



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



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9. Name, class or type of policy

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

10. Particulars of:

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



WESTERN PROVINCE MOTOR CLUB

Tel: 021 5571639
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VAT Reg. No. 4430103772

P.O. Box 220, Table View, 7439
6 Potsdam Road, Killarney Gardens
Cape Town

2nd April 2020

To whom it may concern,

This is to confirm that the management committee of the Western Province Motor Club (WPMC), operating Killarney International Raceway in Cape Town, has resolved to duly authorise Mr Paul Simon, Events and Operations manager of WPMC, to sign the necessary document with the City of Cape Town in order for the city to pay over funds in support of this event, as approved by its Special Events Committee, namely Bragging Rights CPT. This event will be held at Killarney International Raceway.

Signed

J Louis de Jager
Secretary of MANCOM: Western Province Motor Club

MAY 2015

WESTERN PROVINCE MOTOR CLUB CONSTITUTION

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WESTERN PROVINCE MOTOR CLUB CONSTITUTION

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WESTERN PROVINCE MOTOR CLUB CONSTITUTION

1 INTERPRETATION

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 **"the Administration"** means the administrative staff employed by the Club from time to time, including but not limited to the Executive Manager, the secretary, receptionist and the bookkeeper, but at all times excluding the members of the Sporting Committee and ManCom;
- 1.1.2 **"Annual General Meeting"** means the annual general meeting of the Club held in terms of clause 19.1;
- 1.1.3 **"the Club"** means the Western Province Motor Club;
- 1.1.4 **"Club Assets"** means all assets or rights which the Club acquires by donation, purchase or any other transaction whatsoever;
- 1.1.5 **"the Club Premises"** means premises known as Killarney Raceway;
- 1.1.6 **"Club Year"** means the financial and administrative year of the Club, commencing on 1 January and terminating on 31 December;
- 1.1.7 **"the/this Constitution"** means the constitution contained herein which governs the Club, and any amendment hereto or replacement hereof;
- 1.1.8 **"Corporate Membership"** means the membership of a Corporate Member as appointed by the Sporting Committee in terms of clause 7.5;
- 1.1.9 **"Executive Manager"** means the executive manager appointed by Mancom in terms of clause 15;
- 1.1.10 **"Full Membership"** means the membership to the Club where such Member is entitled to exercise all Membership Rights;
- 1.1.11 **"the General Meeting"** means any meeting of Members held from time to time, other than the Annual General Meeting;

- 1.1.12 "**Honorary Life Member**" means a Member appointed by the Sporting Committee and ManCom in terms of clause 7.3;
- 1.1.13 "**Junior Membership**" means membership to the Club where the Member is entitled to exercise all Membership Rights, excluding voting rights;
- 1.1.14 "**ManCom**" means the management committee of the Club appointed by the Sporting Committee in terms of clause 14;
- 1.1.15 "**the Members**" means the members of the Club;
- 1.1.16 "**Membership Rights**" means the rights of Members in respect of the Club as set out in clause 8.1;
- 1.1.17 "**Motorsport**" means all sporting and social activities relating to motor vehicles, including but not limited to circuit racing, rallying, moto-cross, drag racing, karting and short circuit racing;
- 1.1.18 "**the Sporting Committee**" means the sporting committee of the Club and established in terms of clause 13;
- 1.1.19 "**Sub-Section Committee**" means the committee of each Sub-Section elected by the relevant Sub-Section in terms of clause 10 in respect of each of the categories of Motorsport organised and promoted by the Club as a regional and/or Club championship;
- 1.1.20 "**Sub-Section**" means each sub-section of the Club, which is concerned with a particular type of Motorsport;
- 1.1.21 "**Subscription Fee**" means the subscription fee determined by the Sporting Committee and ManCom in terms of clause 9.1;
- 1.1.22 "**Term of Office**" means –
- 1.1.22.1 in respect of the Chairman or Vice-Chairman, the period commencing at the Annual General Meeting at which he is appointed and terminating at the second Annual General Meeting after such appointment;
- 1.1.22.2 in respect of the Sub-Section Committee and the Sporting Committee, the period commencing at the Annual General Meeting at which it is formed and constituted and terminating at the second Annual General Meeting after such formation; and

- 1.1.22.3 in respect of a ManCom member, a period of 2(two) years from his/her appointment as such in terms of clause 14;
- 1.1.23 words implying the singular shall include the plural and *vice versa*;
- 1.1.24 words implying natural persons include legal persons and partnerships and *vice versa*;
- 1.1.25 words implying one gender include the other genders;
- 1.1.26 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.2 The clause headings in this Constitution have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Constitution.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any period is referred to in this Constitution by way of reference to a number of clear days, the days shall be calculated exclusive of the first day and inclusive of the last day.
- 1.5 This Constitution shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 1.6 Any dispute arising as to the interpretation of this Constitution and any rules and regulations promulgated hereunder shall be decided by the Sporting Committee and Mancom, their decision thereon shall be final and binding.

2 IDENTITY OF THE CLUB

- 2.1 The name of the Club shall be "Western Province Motor Club".
- 2.2 The colours of the Club shall be blue and white.
- 2.3 The Club shall operate from Killarney Raceway or such other place as determined by the Sporting Committee and ManCom from time to time.

3 OBJECTIVES

- 3.1 The objectives of the Club shall be –

- 3.1.1 to be a means whereby persons interested in Motorsport may meet and discuss matters which further Motorsport;
 - 3.1.2 to promote and organise all forms of Motorsport;
 - 3.1.3 the procurement and provision of amenities and other conveniences for its Members for the purpose of organising social events in respect of Motorsport; and
 - 3.1.4 upon such terms and conditions as the Club may deem fit, to purchase, sell, hire, let or otherwise acquire or dispose of or deal with any property, movable or immovable, which may be required for the purposes of, or be capable of being used in connection with, any of the objectives of the Club.
- 3.2 In the fulfilment of its objectives, the Club shall at all times comply with all laws, by-laws, rules and regulations applicable to the Club from time to time.

4 LEGAL STATUS

- 4.1 The Club is a body corporate with its own legal identity that is separate from its Members.
- 4.2 The Club shall continue to exist even if the Members change.
- 4.3 The Club may own property, enter into contracts, and sue or be sued in its own name.

5 POWERS OF THE CLUB

- 5.1 The Club shall have all powers necessary for the proper attainment of the objectives set out in clause 3 and shall, without prejudice to the generality of the foregoing, have *inter alia* the following powers, namely-
 - 5.1.1 to invest any monies of the Club in such manner and in such place as it deems fit;
 - 5.1.2 to purchase or otherwise acquire any assets whether movable or immovable, corporeal or incorporeal, and of whatsoever nature and wheresoever situated;
 - 5.1.3 to undertake loans and borrow such sums of money on such terms and conditions and for such purposes related to the Club with powers to consent to any alteration or variation to the terms and conditions of any loan;
 - 5.1.4 to mortgage, pledge or otherwise encumber any of the Club Assets in such manner and on such terms and conditions as they deem fit as security for any loan or other liabilities of the Club;

- 5.1.5 to enter into indemnities, guarantees or suretyships;
- 5.1.6 to lend money on such terms and conditions and at such interest, or without interest, and either without security or upon such security of movable or immovable property or such personal suretyships and/or guarantees and to do all things necessary for the effecting and registration of any such security;
- 5.1.7 to exchange, sell, alienate, lease or otherwise deal with any Club Assets, and in exercising any powers of sale, whether conferred in this sub-clause or otherwise, the Club shall be entitled to cause any such sale to be effected by public auction or by private treaty;
- 5.1.8 to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy or the cancellation thereof;
- 5.1.9 to grant credit in respect of the whole or any portion of the purchase price against suitable security and with applicable interest whenever affecting any sale of the Club Assets;
- 5.1.10 to improve and/or develop and/or redevelop immovable property forming part of the Club Assets, by *inter alia*, demolishing, constructing or altering buildings and improvements thereon and to expend portions of the trust fund or the income thereof upon the preservation, maintenance and upkeep of any such property;
- 5.1.11 to treat as income any periodic receipts although received from wasting assets, without being required to make provision for amortisation of wasting assets;
- 5.1.12 to employ and remunerate administrative, management and any other staff as needed;
- 5.1.13 to obtain such legal, tax, accounting and other professional advice as required by the Club;
- 5.1.14 to open and operate a banking account or accounts in its name, subject to the provisions of this Constitution;
- 5.1.15 to sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever, which may become due, owing, payable or belonging to the Club;
- 5.1.16 to defend, oppose, settle, compromise or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the Club and any person, company, corporation or body

whatsoever, and for the purposes aforesaid to do and execute all necessary acts and documents;

5.1.17 to compromise, compound or submit to arbitration any debt due to the Club;

5.1.18 to enter into any contracts, to sign all deeds, powers of attorney and other documents;

5.1.19 to enter into any partnership, joint venture or other association with any other person, firm or company for the doing or performance of the objectives of the Club;

5.1.20 to determine the manner in which all contracts, deeds and other documents which are required to be signed on behalf of the Club;

5.1.21 to make additions, alterations and/or improvements to Club Assets;

5.1.22 to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association or society whose objectives are similar or partly similar to the objectives of the Club, or the establishment or promotion of which may be beneficial to the Club, provided that no subscription be paid to any such other association out of the funds of the Club except *bona fide* in furtherance of the interests of the Club;

5.1.23 to support and subscribe to any institution or association which may be for the benefit of the Club and/or its Members; and

5.1.24 to apply for and renew from time to time such necessary licence or licences for the sale of liquor and other articles and commodities upon the Club Premises.

5.2 The powers of the Club referred to in clause 5.1 shall, unless otherwise provided for herein, be exercised by ManCom in terms of clause 14.1.

6 BANKING ACCOUNT

6.1 The Club shall open and operate a banking account or accounts in its name.

6.2 Any payments against the Club's bank account shall be ratified by a ManCom member.

6.3 ManCom shall appoint a maximum of 3 (three) persons to authorise payments against the Club's bank account, whereby all these payments shall be authorised by 2 (two) of the 3 (three) persons, one of which must either be the Executive manager or in his absence a ManCom member.

7 MEMBERSHIP

- 7.1 The Club shall at all times consist of a minimum of 50 (fifty) Members.
- 7.2 Any person may be admitted as a Member to the Club upon application made by such person and in accordance with the following procedure:

7.2.1 The applicant for Full Membership, excluding Corporate Membership or Junior Membership ("**Applicant**") shall submit an application, in the form prescribed by the Club ("**Application**"), to the Administration.

7.2.2 Upon receipt of an Application and, unless otherwise determined by the Sporting Committee and ManCom, against payment of the Subscription Fee in terms of clause 9, the Administration shall admit the Applicant as a Member, subject to the approval of the Sporting Committee and shall provide the Applicant with a copy of this Constitution.

7.2.3 In the event of any application being rejected by the Sporting Committee, the Administration shall advise the Applicant thereof and shall within 2 (two) days of such rejection refund the Subscription Fee paid by the Applicant.

7.2.4 Only active participating members qualify for additional privileges the club offers, providing all fees and due's are paid up in full. Examples include but are not limited to, garage and workshop usage.

7.3 Honorary Life Members

7.3.1 The Sporting Committee and ManCom shall jointly be entitled to elect any person, whether an existing Member or not, as an Honorary Life Member in recognition of any special services rendered to the Club or to Motorsport in general. This must be agreed by both Committees.

7.3.2 The appointment of an Honorary Life Member shall entail the following –

7.3.2.1 his membership shall endure for his lifetime;

7.3.2.2 he shall not be liable to pay the Subscription Fee; and

7.3.2.3 he shall be a Member for all purposes set out in this Constitution.

7.4 Junior Members

Applicants under the age of 16 (sixteen) years shall be eligible to apply for Junior Membership, provided that the Applicant shall at all times be represented by any one of

his parents or guardian, who must be a Member, and provided further that a Member's Junior Membership shall automatically expire at the end of the Club Year in which such Junior Member reached the age of 16 (sixteen).

7.5 **Corporate Members**

The Sporting Committee shall be entitled to admit corporate entities for Full Membership on such terms and conditions as may be determined by it from time to time.

7.6 **Categories of Membership**

ManCom and the Sporting Committee shall be entitled to create various categories of membership by issuing regulations from time to time and shall be entitled to determine the various rights and privileges that attach to each category of membership, provided that ManCom and the Sporting Committee shall not be entitled to limit the existing Membership Rights of Members, unless otherwise agreed to by the Members at a General Meeting.

7.7 **Guests**

Any person *bona fide* engaged in any race or competition held at the Club Premises shall be entitled for the day of such race or competition to enjoy the facilities of the Club as a guest of the Club.

7.8 **Register of Members**

The Administration shall ensure that proper records including a register of Members are kept and that they are at all times kept up to date. All Members shall provide the Administration with all contact details required by the Administration from time to time, including but not limited to the physical address, e-mail address and a facsimile number of the Member. The Club's preferred method of communication with Members is via e-mail and facsimile's will only be sent should the member not have an e-mail address. Notices will not be sent via post.

8 EFFECT OF MEMBERSHIP

8.1 **Membership Rights**

8.1.1 Each Member, unless otherwise provided for herein, shall be entitled to –

8.1.1.1 access the facilities of the Club;

8.1.1.2 participate in activities, events and competitions organised by the Club subject to conformity with any Sportcom approved rules and regulations, applicable to the particular sub section of which he/she is a member

8.1.1.3 vote at General Meetings and the Annual General Meeting of the Club;

8.1.1.4 exercise all rights granted to him in respect of his membership in terms of this Constitution; and

8.1.1.5 any other rights which ManCom and the Sporting Committee may confer on him from time to time.

8.1.2 ManCom and the Sporting Committee shall, in its sole discretion, be entitled to confer additional rights from time to time on a Member, against payment of additional fees by that Member.

8.2 **Disciplinary Procedures**

8.2.1 Each Member shall be bound by the Constitution and the rules and regulations issued by the Sporting Committee from time to time, and shall at all times be deemed to have read the Constitution or such rules and regulations.

8.2.2 The Sporting Committee shall be entitled to investigate any allegations or suspicions against a Member in respect of the infringement of the rules and regulations or of any improper behaviour. The Sporting Committee shall be entitled to terminate the membership of a Member in the event that such investigation reveals that the conduct of the Member merits such termination, in the opinion of the Sporting Committee.

9 **SUBSCRIPTION FEE**

9.1 ManCom and the Sporting Committee shall jointly determine the subscription fee payable in respect of Full Membership, Junior Membership and, on a case by case basis, Corporate Membership, and any other category of membership created by the Sporting Committee and ManCom in terms of clause 7.6, and shall be entitled to determine the manner in which the Subscription Fee is payable by a Member.

9.2 The Subscription Fee shall, unless otherwise determined by the Sporting Committee and ManCom, be payable in advance on or before the 31st January of that Club year or, in the event of a new Member the date of admission of that Member, provided that the Subscription Fee payable by a Member appointed after the 30th June of the Club year shall pay a half portion of the Subscription Fee calculated from the date of his appointment.

- 9.3 Failure of a Member to pay the Subscription Fee on the due date thereof shall result in that Member's Membership Rights, being automatically terminated, provided that such terminated membership shall be automatically reinstated upon payment of the Subscription Fee.

10 SUB-SECTIONS AND SUB-SECTION COMMITTEES

- 10.1 The Club shall comprise of the various Sub-Sections in respect of the various categories of Motorsport.
- 10.2 For the avoidance of doubt it is recorded that the following categories of Motorsport shall each comprise a Sub-Section –
- 10.2.1 circuit racing, provided that each active area of circuit racing shall comprise an individual Sub-Section;
- 10.2.2 rallying;
- 10.2.3 moto-cross;
- 10.2.4 drag racing;
- 10.2.5 karting;
- 10.2.6 short circuit racing; and
- 10.2.7 any other active area of motorsport recognised by the Sporting Committee from time to time.
- 10.3 In addition to the monthly meetings to be held in terms of clause 10.12.3.1, each Sub-Section shall meet every second year, no later than 30 (thirty) days before the Annual General Meeting to elect from them the Sub-Section Committee.
- 10.4 The Sub-Section Committee shall be comprised of –
- 10.4.1 the chairman and vice-chairman of the Sub-Section elected at the aforesaid Sub-Section meeting; and
- 10.4.2 such other members as elected at the aforesaid Sub-Section meeting.
- 10.5 The members of each Sub-Section shall, no later than 21 (twenty one) days before the meeting of the Sub-Section in which the Sub-Section Committee is to be elected, submit, subject to clause 10.6, to the Administration written nominations in respect of

- the chairman and vice-chairman of the Sub-Section. The successful candidate will serve on the Sporting Committee.
- 10.6 Only members of the WPMC and the incumbent Sub-Section who have had an active involvement in the activities of the Sub-Section in the 12 (twelve) month period prior to the election shall be eligible for nomination and election as a chairman and vice-chairman of the Sub-Section. Refer Clause 13.2.2
- 10.7 The appointment of the Sub-Section Committee shall be valid for the duration of the applicable Term of Office.
- 10.8 Any member of the Sub-Section Committee shall be eligible for re-election. Refer Clause 13.2.2
- 10.9 The chairman of each of Sub-Section shall automatically be a member of the Sporting Committee for the duration of his appointment as such. Notwithstanding anything to the contrary contained herein, if the appointment as chairman of the Sub-Section is terminated for any reason whatsoever, his appointment as member of the Sporting Committee shall automatically terminate.
- 10.10 In the event of a vacancy in respect of the position of the Sub-Section chairman, the vice-chairman of the Sub-Section shall be entitled to assume the office. In the event that the vice-chairman fails to assume the office of chairman of the Sub-Section and the Sub-Section fails to immediately appoint a chairman, the Sporting Committee shall be entitled to co-opt any member of the relevant Sub-Section as chairman of that Sub-Section for the remainder of the Term of Office applicable to that chairman.
- 10.11 The Sub-Section shall be entitled to remove a Sub-Section Committee Member from office at a validly constituted meeting of the Sub-Section by a resolution passed by a 2/3rd majority of the Members of the Sub-Section present and entitled to vote.
- 10.12 The Sub-Section Committee shall –
- 10.12.1 be entitled to organise activities, events, exhibitions and competitions in respect of the particular Motorsport which it represents, subject to the approval of the Sporting Committee and provided that all eligible Members shall be entitled to participate in the activities, events, exhibitions and competitions organised by that Sub-Section;
- 10.12.2 be entitled to adopt, change or amend rules and regulations in respect of the motor sport activities undertaken/organised by that Sub-Section, provided that the terms thereof do not in any way conflict with this Constitution and the regional

- and national motorsport regulations, which the Club is subject to, and provided further that such rules and regulations are ratified by the Sporting Committee; and
- 10.12.3 regulate their meetings and meetings of the Sub-Section which they represent as they think fit, provided that –
- 10.12.3.1 meetings of the Sub-Section shall be convened on a monthly basis; and on a date prior to the monthly Sporting Committee meeting.
- 10.12.3.2 proper minutes of the meeting of the Sub-Section and the Sub-Section Committee shall be kept and shall be provided to the Administration, no later than 7 (seven) days after such meeting, who shall provide same to the Sporting Committee for consideration at the next meeting of the Sporting Committee.
- 10.13 Any member of a Sub-Section Committee who is absent from 3 (three) consecutive meetings of the Sub-Section Committee without leave, or who, alternatively, in the opinion of the Sporting Committee or the Sub-Section Committee, is not fulfilling his duties satisfactorily, will be removed from office.
- 10.14 It is specifically recorded that the Sub-Section Committee does not, in itself, form part of the management structure of the Club.

11 PRESIDENTS AND VICE PRESIDENTS

- 11.1 The Sporting Committee and ManCom shall be entitled from time to time to jointly appoint a president and vice presidents of the Club for a maximum term of 3 (three) years and may be re-elected.
- 11.2 The President and vice presidents shall act as an ambassador for the Club and shall promote the reputation and goodwill of the Club.
- 11.3 The Sporting Committee and ManCom shall be entitled, in their sole discretion, to invite the President and vice presidents to attend the respective meetings of the Sporting Committee and ManCom and the President shall occupy an advisory position at such meeting, but shall have no right to vote in respect of any decision of the Sporting Committee or ManCom, as the case may be.
- 11.4 The President and vice presidents shall have only those duties and responsibilities that are expressly conferred upon him by Mancom and the Sporting Committee from time to time.

12 CHAIRMAN AND VICE CHAIRMAN OF THE CLUB

- 12.1 The Club will have an elected Chairman and Vice-Chairman.
- 12.2 The Members shall every two years, within an Annual General Meeting appoint the chairman and vice-chairman of the Club in accordance with the procedure set out in clause 19.
- 12.3 The chairman and vice-chairman of the Club shall serve in such position for the duration of his applicable Term of Office.
- 12.4 The chairman and vice-chairman of the club shall be the respective chairman and vice-chairman of the sporting committee.
- 12.5 The chairman of the Club, and in his absence the vice-chairman, shall be the chairman of each General Meeting, provided that such chairman shall not supervise proceedings in respect of his re-election as chairman of the Club.
- 12.6 . The vice-chairman of the Club shall be responsible to assume the chairman's duties, when the chairman is unable to fulfil same.
- 12.7 In the event of a permanent vacancy in respect of the Chairman, the sporting committee must convene a special general meeting within 90 (ninety) days of such permanent vacancy occurring at which a club chairman will be elected for the remaining term of office.

13 SPORTING COMMITTEE

13.1 Powers and Responsibilities

- 13.1.1 The Sporting Committee shall be responsible for –
 - 13.1.1.1 the approval of any application for membership of the Club in terms of clause 7.2;
 - 13.1.1.2 the admission of Corporate Members in terms of clause 7.5;
 - 13.1.1.3 the appointment of an investigation committee to investigate allegations of misconduct in terms of clause 8.2.2;
 - 13.1.1.4 the appointment of members of ManCom in terms of clause 14.2.2;

13.1.1.5 the organisation of activities, events and competitions of the Club together with the manager of the Club appointed by ManCom from time to time and subject to the financial approval of ManCom;

13.1.1.6 the supervision of the Sub-Section Committees in terms of clause 10; and

13.1.1.7 the issuing of sporting rules and regulations of the Club.

13.2 **Composition**

13.2.1 The Sporting Committee shall, subject to clause 15.4, be comprised of the chairman or vice-chairman, as the case may be, of each Sub-Section.

13.2.2 Only Members of the Club that are not executive members of other motorsport clubs shall be eligible to be a member of the Sporting Committee, unless otherwise approved by the Sporting Committee.

13.3 **Proceedings of the Sporting Committee**

13.3.1 The Sporting Committee may meet, adjourn and otherwise regulate their meeting as they think fit, and any Sporting Committee member shall be entitled to convene or direct the Administration to convene a meeting of the Sporting Committee, provided that the Sporting Committee shall meet at least once a month.

13.3.2 The Sporting Committee may determine the notice period given to the members of the Sporting Committee in respect of its meetings and the means of giving that notice, provided that any such prior determination may be varied, depending on the circumstances and reasons for the meeting in question.

13.3.3 Unless otherwise determined in a General Meeting, or by a meeting of the Sporting Committee, the quorum necessary for the transaction of the business by the Sporting Committee shall be a majority of 2/3rd of the total Sporting Committee members for the time being in office. A resolution of the Sporting Committee shall be passed by a majority of the votes of the members of the Sporting Committee present at the meeting at which it is proposed.

13.3.4 In the event of deadlock in respect of a decision of the Sporting Committee, such decision shall be referred to ManCom for determination. The decision of ManCom shall be final and binding on the Sporting Committee.

13.4 **Remuneration and Reimbursement**

13.4.1 A member of the Sporting Committee shall not be paid any remuneration for his services as such.

13.4.2 The members of the Sporting Committee may be paid any travelling, subsistence and other expenses properly incurred by them in the execution of their duties in or about the business of the Club, and which are authorised or ratified by ManCom.

14 MANCOM

14.1 Powers and Responsibilities

14.1.1 The management and administration of the Club shall, unless otherwise specifically provided for herein, vest in ManCom.

14.1.2 ManCom may exercise all the powers of the Club set out in clause 5.1, subject to the terms of this Constitution.

14.1.3 In addition to the exercise of the powers of the Club, ManCom shall –

14.1.3.1 be responsible for the financial management and supervision of any event, activity or competition organised by the Sporting Committee and the Executive Manager;

14.1.3.2 ensure that annual financial statements of the Club have been audited and that such audit is complete and ratified by Mancom by the 30th March of each Club year.

14.1.3.3 be entitled to delegate to any one or more person/s the power to do all such acts (including the right to sub-delegate) as may be exercised or done by them, provided that such delegation shall not discharge ManCom of its responsibility and accountability in respect of any such function so delegated; and

14.1.3.4 shall be entitled to employ employees in the Administration of the Club as it, in its sole discretion deems necessary.

14.1.4 Notwithstanding anything contained in this Constitution, ManCom shall not enter into any Capital expenditure project exceeding R 75 000,00 (seventy five thousand rand) without the approval of the Sporting Committee.

14.1.5 All Officers of the Club shall at all times –

14.1.5.1 act in good faith toward the Club;

- 14.1.5.2 exercise their powers for the benefit and in the best interests of the Club;
- 14.1.5.3 exercise their powers for the purpose for which it was conferred;
- 14.1.5.4 prevent a conflict between his own interests and those of the Club;
- 14.1.5.5 not exceed the limitation of their powers as set out in this Constitution;
- 14.1.5.6 maintain an unfettered discretion; and
- 14.1.5.7 act with a reasonable degree of care and skill in the performance of his functions.

14.2 **Composition of ManCom**

- 14.2.1 Unless otherwise determined by a General Meeting, ManCom shall be comprised of 7 (seven) members of the Club .
 - 14.2.2 ManCom shall be constituted as follows –
 - 14.2.2.1 the chairman of the Club, provided that if the chairman is appointed as the Executive Manager in terms of clause 15.1, the vice-chairman of the Club shall be a member of ManCom;
 - 14.2.2.2 2 (two) Sporting Committee members as elected by the Sporting Committee whose appointment to ManCom shall remain valid despite the expiry of their Term of Office as a member of the Sporting Committee; and
 - 14.2.2.3 4 (four) Members elected by the Sporting Committee who shall not be members of the Sporting Committee and are duly qualified to perform the function.
 - 14.2.3 A ManCom member shall act as such for the duration of his applicable Term of Office and may be re-appointed by the Sporting Committee. Notwithstanding the foregoing, the chairman's appointment as ManCom member shall only be valid for the period for which he holds his position as chairman.
 - 14.2.4 For the avoidance of doubt it is recorded that a ManCom member's Term of Office shall not be dependent on the Term of Office of the Sporting Committee which appointed such ManCom member.
- #### 14.3 **Alternate ManCom Members**

In the event that any member of ManCom is unable to act as such or is absent for a period of 3 months, he shall notify the Sporting Committee thereof who shall be entitled to appoint 1 (one) person in the alternative to be that ManCom member's alternate, to act in his absence for the remainder of the absent member's period of service.

14.4 **Proceedings of ManCom**

14.4.1 ManCom may, subject to clause 14.4.2 meet, adjourn and otherwise regulate their meeting as they think fit, and any ManCom member shall be entitled to convene or direct the Administration to convene a meeting of ManCom.

14.4.2 The meetings of ManCom shall be subject to the following –

14.4.2.1 they shall be held on a monthly basis;

14.4.2.2 ManCom shall appoint a chairperson at the commencement of their first annual meeting for that 1 (one) year period.

14.4.2.3 unless otherwise determined in a General Meeting or by a meeting of ManCom (at which all members of ManCom are present), the quorum necessary for the transaction of the business by ManCom shall be majority of the total committee members for the time being in office. A resolution of ManCom shall be passed by a 2/3rd majority of the votes of the total committee members.

14.4.3 The chairperson of the meeting shall not have a casting vote.

14.4.4 In the event of deadlock in respect of a decision of ManCom, such decision shall be referred to the Sporting Committee for determination. The decision of the Sporting Committee shall be final and binding on ManCom.

14.4.5 A resolution passed by ManCom or act performed under the authority of ManCom is not invalid by reason only of the fact that when the resolution was passed or the act was authorised ManCom was constituted of less than 7 (seven) Members.

14.5 **Remuneration and Reimbursement**

14.5.1 A ManCom member shall not be paid any remuneration for their services as such.

14.5.2 ManCom members may be paid any travelling, subsistence and other expenses properly incurred by them in the execution of their duties in or about the business of the Club, and which are authorised or ratified by ManCom.

14.6 **Disciplinary Procedures**

14.6.1 The Sporting Committee shall be entitled to appoint from the Members an independent investigative committee from time to time ("**the Investigative Committee**") to investigate any allegations or suspicions against a ManCom member in respect of any breach of this Constitution and in particular his duties in terms of clause 14.1.5.

14.6.2 The Investigative Committee shall, after such investigation, provide the Sporting Committee with its findings together with its recommendation, which may include terminating the ManCom members appointment. The Sporting Committee will act in accordance with the recommendations of the Investigative Committee.

15 EXECUTIVE MANAGER

15.1 ManCom will appoint an executive manager as deemed necessary from time to time.

15.2 Notwithstanding anything contained herein, the Executive Manager shall not retain office as member of ManCom.

15.3 In the event that ManCom appoints a member of the Sporting Committee or ManCom as the Executive Manager, he shall, immediately resign his position as ManCom member or Sporting Committee member, as the case may be, or refuse his appointment as the Executive Manager.

15.4 For clarification, in the event of the chairman of the Club being appointed as the Executive Manager, he shall, in order to accept his position as Executive Manager, resign his position as a member of Mancom, but shall remain the chairman of the Club. Upon the chairman's resignation as member of Mancom, as aforesaid, the vice-chairman of the Club shall fill the vacancy on Mancom caused by the chairman's resignation.

15.5 ManCom shall be entitled to delegate its powers and responsibilities to the Executive Manager, provided that such delegation shall not discharge ManCom of its responsibility and accountability in respect of any such function so delegated.

15.6 The Executive Manager shall only be entitled to exercise those powers which have specifically been conferred upon him by ManCom.

16 DISQUALIFICATION OF ALL OFFICE BEARERS

16.1 Any office bearer shall cease to hold office as such if he –

- 16.1.1 would be disqualified from acting as a director in terms of the provisions of the Companies Act, 61 of 1973 (as amended or replaced from time to time) if the Club were a company;
- 16.1.2 gives notice to the Club of his resignation as an office bearer with effect from the date of, or such later date as is provided for in, such notice;
- 16.1.3 if he/she is not personally present at meetings for a period in excess of 3 (three) months either consecutively or otherwise or,
- 16.1.4 he is removed from office by a resolution passed by 75% (Seventy Five Percent) of Members present at a General Meeting.

17 INDEMNITY

- 17.1 Every member of the Sporting Committee, Mancom, the Executive Manager and other managers and/or their nominees shall be indemnified by the Club against all claims, costs, losses and expenses which such person or persons may incur or become liable for by reason of any contract entered into or any lawful act or deed performed by such person or persons in the discharge of their respective duties, including in the case of an Official, his or her duties as the Chairperson, Treasurer, Secretary or any other Official.
- 17.2 Without prejudice to the generality of clause 17.1, the Club shall specifically indemnify every person referred to in clause 17.1 against all losses of whatsoever nature incurred arising out of any bona fide act, deed, letter done or written by her or her jointly or severally in connection with the discharge of his or her duties.

18 INSURANCE

- 18.1 The management and administration of the Club shall arrange for insurance cover for the Club, the Sporting Committee, Mancom, the Executive Manager and other managers, which shall include but not be limited to Civil liability insurance and Personal Accident Insurance.
- 18.2 The Club shall, at all times during its currency, ensure that the property, including all the buildings and structures thereon, are adequately insured against the risk of loss, damage, or destruction by fire, hail, storm, floods, tempest explosion, earthquake, riot (both political and otherwise) and such occurrences as any lessee of the property may deem reasonably necessary.

19 GENERAL MEETINGS

- 19.1 **Annual General Meetings**

- 19.1.1 The Sporting Committee shall convene an Annual General Meeting by no later than the 30th June of each Club Year.
- 19.1.2 An Annual General Meeting shall be convened by the Sporting Committee not less than 31 (thirty one) one days' prior written notice to all Members entitled to attend the Annual General Meeting. This notice shall state the date, time and place of the Annual General Meeting and, in broad terms, the business to be transacted at the meeting.
- 19.1.3 The business of an Annual General Meeting shall include –
- 19.1.3.1 the presentation of annual reports by the Sporting Committee and ManCom;
- 19.1.3.2 the approval of the management accounts of the Club for the preceding year shall be tabled at the meeting for approval;
- 19.1.3.3 the consideration and approval of the audited annual financial statements; and
- 19.1.3.4 other matters as may be considered appropriate.
- 19.1.3.5 the election of the chairman and vice-chairman (where applicable);
- 19.2 Members shall nominate persons for election as chairman and vice-chairman by submitting written nominations to the Administration at least 31 (thirty one) days prior to the Annual General Meeting in which the chairman and vice-chairman are to be elected.
- 19.3 The Sporting Committee and/or Mancom may request a CV from the nominee. The Sporting Committee and Mancom shall be entitled to jointly interview any nominee, if either committee deems it necessary. If, after such interview, the Sporting Committee and Mancom agree that a nominee is not suitable to occupy the position of chairman or vice-chairman his name shall be removed from the list of nominees.
- 19.4 The Administration shall provide the Members with the names of the nominees for the chairman and vice-chairman and the name of the electoral officer via e-mail no later than 21 (twenty one) days prior to the Annual General Meeting.
- 19.5 If, after receipt by a Member of the notice of the Annual General Meeting in which the chairman and vice-chairman are to be elected, he determines that he is unable to attend such Annual General Meeting, the following procedure shall become applicable:

The Member has 7 (seven) days to give the administration written notice of the inability to attend the annual general meeting and shall request a ballot form to be sent, leaving 14 (fourteen) days before the date of the annual general meeting.

The Member shall indicate his vote as to the chairman and vice-chairman on the ballot and shall send same in a sealed envelope to the electoral officer and at the postal address nominated by the Club in the notice of the Annual General Meeting.

A ballot form shall only be valid if received 7 (seven) days before the relevant Annual General Meeting.

For the avoidance of doubt it is recorded that any Member who is not able to attend the aforesaid Annual General Meeting shall only be entitled to vote as set out herein and no Member shall be entitled to appoint a proxy to vote on behalf of such Member.

19.6 Only Members who produce a valid Club membership card shall be entitled to receive a ballot in order to vote in respect of the appointment of the chairman and vice-chairman if the Club.

19.7 The Members shall elect the chairman and vice-chairman of the Club from the list of written nominations at the Annual General Meeting.

19.8 **Other General Meetings**

19.8.1 In addition to the Annual General Meeting, the Club shall convene General Meetings at least twice during the Club Year at a time and place nominated by the Sporting Committee on 21 (twenty one) days written notice to all Members.

19.8.2 A member who wishes to call a General Meeting shall be entitled to do so, provided that he furnishes the Administration with a requisition signed by at least 100 (one hundred) Members stating full reasons of such meeting. Upon receipt of such duly signed requisition, the Administration shall convene a General Meeting on 21 (twenty one) days written notice to the Members.

19.8.3 Every notice of the General Meeting shall state the date, time and place of the General Meeting and, in broad terms, the business to be transacted at the meeting.

19.9 **Proxies**

It is specifically recorded that no Member shall be entitled to be represented by a proxy at any meeting where voting will take place.

19.10 Quorum of General Meetings

19.10.1 The quorum for any General Meeting shall, subject to clause 19.10.2, be 10% (ten percent) of the Members holding Full Membership.

19.10.2 The quorum for any General Meetings in which no decisions are proposed to be taken by the Members shall be 5% (five percent) of the Members holding Full Membership.

19.10.3 Should a General Meeting have been properly convened but no quorum be present within 30 minutes of convening the General Meeting, the meeting shall be postponed for 1 (one) month. A notice reflecting the date, time and place of an adjourned meeting shall be sent to the Members entitled to attend such meeting. At such reconvened meeting, the Members then present shall be deemed to constitute a quorum.

19.11 Voting and Resolutions

19.11.1 Unless otherwise provided for in this Constitution, at all General Meetings including the Annual General Meeting, a resolution put to the vote shall be decided by means of a show of hands or, if determined by the chairperson of the General Meeting or by not less than one third of the Members present in person, by a ballot.

19.11.2 Each Member present at such meeting and holding Full Membership shall be entitled to 1 (one) vote.

19.11.3 Before voting, the chairman of the Club may require any person present at a General Meeting to prove his membership of the Club.

19.11.4 All resolutions of a General Meeting shall be passed by a majority of votes. Should there be an equality of votes the chairman of the Club shall have a casting or second vote.

20 MINUTES AND NOTICES

All meetings held by the Members, Sub-Sections, Sub-Section Committees, ManCom and the Sporting Committee shall be subject to the following –

20.1 proper minutes shall be kept of the proceedings of all meetings held in terms of this Constitution by the secretary appointed by the respective meeting, and a record of the persons present at each meeting. The minutes shall be signed by the chairman of the

- meeting, and shall be available for inspection and copying by any Member on 2 (two) days' notice to the Administration;
- 20.2 the minutes of each applicable meeting shall be confirmed at the next meeting held by that relevant body;
- 20.3 notices shall be delivered via e-mail, to the last e-mail address notified by each person concerned to the Club, or in any other manner as ManCom may decide from time to time;
- 20.4 the accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting; and
- 20.5 e-mails and facsimiles shall be deemed to have been received on the same day that it was sent.

21 AMENDMENT TO THE CONSTITUTION

- 21.1 Any proposal to alter the Constitution or rules of the Club must be submitted in writing to the Administration 31 (thirty one) days before the General Meeting at which it shall be considered.
- 21.2 The Administration shall give the Members 21 (twenty one) days notice in writing of such proposals.
- 21.3 Any proposals shall require the approval of two-thirds of the Members holding Full Membership present at a General Meeting. **Any proposals so approved shall only become effective and be implemented upon receipt of written approval from the Council**
- 21.4 Any General Meeting in respect of any amendment to the Constitution shall, other than as provided for in this clause 21, be convened and governed by the provisions of clause 19.

22. FIDUCIARY RESPONSIBILITY

The Club shall always have at least three persons who are not connected persons, as defined in the Income Tax Act, in relation to each other, to accept the fiduciary responsibilities of the Club, such persons being the Chairman of the Club, a member of the Management Committee and the executive manager who undertake to ensure compliance with the following:

- 22.1. The Club to operate in a non-profit manner.
- 22.2. No surplus funds to be directly or indirectly distributed to any person.
- 22.3. On winding up or dissolution of the Club, the assets remaining after the satisfaction of all its liabilities shall be given or transferred to –
 - 22.3.1. Any other recreational club which has been approved by the Commissioner in terms of Section 30A of the Income Tax Act;
 - 22.3.2. Any public benefit organisation, contemplated in paragraph (a)(1) of the definition of a “public benefit organisation” in section 30(1) which has been approved in terms of section 30(3) of the Income Tax Act;
- 22.4. The Club will not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered. Remuneration will not be determined as a percentage of any amounts received or accrued to the Club and the Club will not economically benefit any person in a manner which is not consistent with its objectives.
- 22.5. All members of the Club are entitled to annual or seasonal membership
- 22.6. Members of the Club are prohibited from selling, transferring or otherwise alienating their membership rights or any entitlement in terms thereof.
- 22.7. A copy of all amendments to the constitution will be submitted to the Commissioner of the South African Revenue Service and shall comply with such reporting requirements as may be required by the Commissioner from time to time.
- 22.8. The Club shall not knowingly be a party to and shall not knowingly permit itself to be used as part of a transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability of any tax, duty or levy which, but for such transaction, operation or scheme, would have become payable by any person in terms of the Income Tax or any other act administered by the Commissioner of the South African Revenue Service;

- 22.9. The Club will submit the required returns for income tax together with the relevant supporting documents.

23. COSTS

Notwithstanding anything to the contrary contained herein, if the Club incurs any legal fees or expenses as a result of the breach of any of the terms of this Constitution by a ManCom member, Sporting Committee member or Member, as the case may be ("**the Defaulting Party**"), the Defaulting Party shall be liable for the costs of the enforcement of the terms of this Constitution on a scale as between an attorney and his own client.

EXECUTIVE MAYOR DECISIONS: 11 MARCH 2020

SPEV 09/03/20 BASEBALL CHAMPIONSHIP (NATIONAL) - 22 - 31 MARCH 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R100 000 towards Event Services from the Events Budget, as well as the waiver the cost of Chukker Road Sports Complex, subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 10/03/20 BRAGGING RIGHTS FESTIVAL - 14 MARCH 2020 ALT DATE: 15 MARCH 2020

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R100 000, as well as an amount up to R20 000 towards City Services from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

ARTS AND CULTURE

SPEV 11/03/20 HIP HOP "021 BDC" - 10 - 11 JULY 2020

It was **RESOLVED** that the City **APPROVES** the event financially up to an amount of R25 000 or towards Event Services, from the Events Budget as well as waiver the cost of the Bellville Civic, subject to availability and that the cost be absorbed by the relevant line department.

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

**SPEV 12/03/20 WINTER WONDERLAND GORDON'S BAY - 26 JUNE - 28 JUNE 2020
3 - 5 JULY 2020**

It was **RESOLVED** that the City **APPROVES** the event financially up to an amount of R300 000 or towards Event Services, from the Events Budget as well as the waiver the cost of Hendon Park, subject to availability and that the cost be absorbed by the applicable line department.

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

All recommendations made and decisions taken in terms of the Executive Mayor's delegation, will remain subject to the Event Organiser meeting its obligations under the duly signed Memorandum of Agreement. Non-compliance thereof will negate the City support decision.



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: 17 April 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: Bragging Right Festival

OUR REF:

Dear Sirs

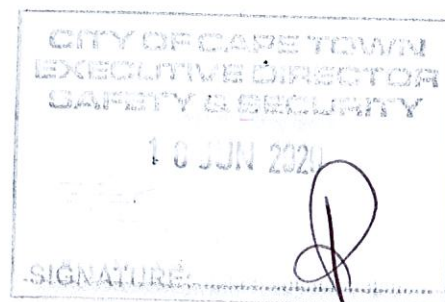
1. The finalised agreement in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above agreement. Client Department was provided with an opportunity to peruse the MOA and comment on any changes or errors, prior to finalisation. This was accordingly 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



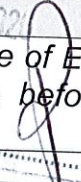
CIVIC CENTRE IZIKO LEENKONZO ZOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 PO BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Internal Contract Administration Form

Directorate: **Safety and Security**

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.

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

AGREEMENT WITH:

Western Province Motor Club

REASON / NAME OF EVENT:

Bragging Rights Festival

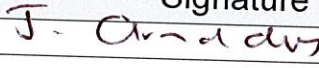
Department:	✓
Events	✓

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

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. fix 	18 JUN 2020
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		15/6/20