



**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**

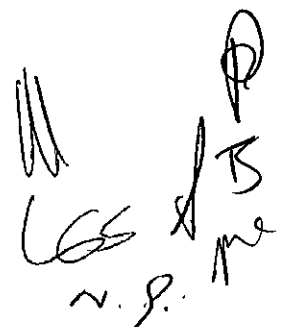
**and**

**ROYAL CAPE YACHT CLUB  
(Recreational Sports 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**.

W J P  
LGS  
N. P. E

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 LGS & B
   
 ~.P. me

## ANNEXURES

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N. P. 12  
L. P. 12  
R. P. 12

## 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 **ROYAL CAPE YACHT CLUB** is a company/organisation registered in terms of the laws of the Republic of South Africa with registration number: **930013083**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Ms Toni Mainprize** with ID number: **671026 054 1188** in her capacity as **General Manager** 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 | <b>"Bank Account"</b> means:<br>Name of Account Holder: <b>ROYAL CAPE YACHT CLUB</b><br>Name of Bank: <b>FNB</b><br>Type of Account: <b>Cheque</b><br>Account Number: <b>500 500 45316</b><br>Branch Number: <b>250655</b><br>Branch: <b>Adderley Street, Cape Town</b>                                    |
| 2.1.2 | <b>"Business Day"</b> means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;                                                                                                                                                                              |
| 2.1.3 | <b>"City's Facilities"</b> 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 | <b>"City Services"</b> means all services rendered by the CITY to events;                                                                                                                                                                                                                                  |
| 2.1.5 | <b>"CITY's Council"</b> 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  | <b>"Commencement Date"</b> means the date of the Event irrespective of the Signature date                                                                                                                                                   |
| 2.1.7  | <b>"Commercial Sponsorship Agreement"</b> 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  | <b>"Completion Date"</b> means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event whichever shall first occur;            |
| 2.1.9  | <b>"Date of Signature"</b> means the date of the last party signing this Agreement;                                                                                                                                                         |
| 2.1.10 | <b>"Event"</b> means the <b>Cape 2 Rio 2020 Yacht Race</b> to be held on <b>4 and 11 January 2020</b> .                                                                                                                                     |
| 2.1.11 | <b>"Expenditure"</b> 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 | <b>"Event's Organiser"</b> means the Party as described in clause 1.2 herein being;                                                                                                                                                         |
| 2.1.13 | <b>"Financial Year"</b> means the financial year of the CITY commencing on 1 July 2019 and ending on 30 June 2020;                                                                                                                          |
| 2.1.14 | <b>"Notice"</b> means a written notice;                                                                                                                                                                                                     |
| 2.1.15 | <b>"Parties"</b> means the Parties to this Agreement referred to in clause 1 and <b>"Party"</b> shall mean either of them;                                                                                                                  |
| 2.1.16 | <b>"Recipient"</b> 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 | <b>"Rights Package"</b> 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 |

  
 LG  
 v.p.  
 me

|        |                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | Rights Package applicable to this Event is attached hereto as <b>Annexure "A"</b> ;                                                                                                                                                                                                   |
| 2.1.18 | <b>"the Act"</b> means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;                                                                                                                                                                                       |
| 2.1.19 | <b>"this Agreement"</b> means this Agreement, together with the Annexures hereto;                                                                                                                                                                                                     |
| 2.1.20 | <b>"the CITY"</b> 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 | <b>"the City's Logos"</b> 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 | <b>"the Policy"</b> 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.

Handwritten signatures and initials: W., LGS, N.P., TS, MC.

- 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.

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### 3. PREAMBLE

- 3.1 Since 1971, the Cape to Rio race has enthralled local and international sailors, and fascinated a global audience.

In this edition of the race, we have a mixed fleet of high performance racing yachts and thrill seeking cruisers on the adventure of a lifetime, connecting the iconic cities of Cape Town and Rio de Janeiro across the vast South Atlantic. A fleet of 25-30 yachts are expected on the start line, and the line honours record is under serious threat from two racing maxi multihulls. The biggest yacht in the fleet is a 104 foot superyacht built in Cape Town, and there are a number of spirited youth entries. Entries close in early December 2019.

There are two starts for the Cape2Rio2020 Ocean Race: 4 January 2020 for the lower handicapped fleet, and 11 January 2020 for the higher handicapped fleet. The prize giving takes place in Rio de Janeiro on 2 February 2020. A positive feature of the race is that a number of entrants will sail to raise awareness of environmental and social issues. There will also be a virtual race online and all yachts will be tracked on the race website, [www.cape2rio2020.com](http://www.cape2rio2020.com), with regular updates on Instagram [cape2rio2020] and Facebook [cape2rio].

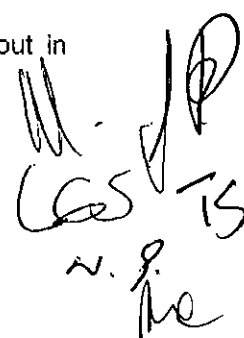
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.4 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 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.

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- 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 beneficial outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.
- 4.8 This Event falls within the scope of application of the Policy.

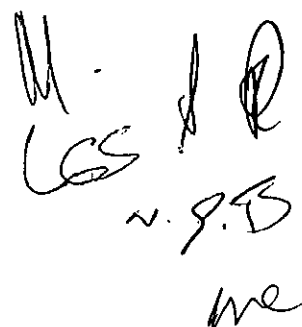
- 4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.

## 5. CASH TRANSFER

- 5.1 A payment of **R500 000 (Five 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 and subject to the event organiser obtaining cash funding to the above mentioned amount for the event and submitting proof of the sponsorship to the City.
- 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 **4 and 11 January 2019** as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. Subject to the City obtaining all the necessary documents as stipulated in **Annexure "E"**.
- 5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.
- 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.



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## 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.**

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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 "A"**;

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

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 permit, 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;

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LGS  
N. S. B.  
MC

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

8.4.1.19 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.**

## **8 OBLIGATIONS OF THE CITY**

In regard to:

### **9.1 The Cash Transfer:**

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

### **9.2 Monitoring and Evaluation:**

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

## **10. MONITORING AND EVALUATION**

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

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

*Handwritten signatures and initials:*  
M. J. R.  
L.S.  
N. P. O.  
me

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.

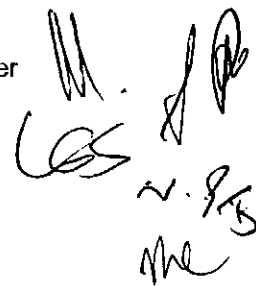
10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).

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

## **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

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- 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.
- 12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:
- 12.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;
- 12.5.2 any other form of relief on the basis of facts which are not disputed;
- 12.5.3 payment of any amount due in terms of this Agreement; or
- 12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.
- 12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

### 13. DOMICILIUM CITANDI ET EXECUTANDI

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

Handwritten signatures and initials:

M. J. P.  
LCS  
v.g.  
B  
MC

13.1 **The CITY: -** **Attention: Mr Richard Bosman**  
Executive Director: Safety and Security  
Executive Suite, 5<sup>th</sup> Floor Podium Block, Cape Town  
Civic Centre, 12 Hertzog Boulevard  
Telephone 021 400 3355  
Fax: 021 400 5923  
E-mail: [RichardGavin.Bosman@capetown.gov.za](mailto:RichardGavin.Bosman@capetown.gov.za)

13.2 **RECIPIENT: -** **Attention: Ms Toni Mainprize**  
**General Manager**  
Address: 1 Duncan Road  
Table Bay Harbour  
Cape Town  
8001  
Cell: +27 21 421 1354  
Email: [gm@rcyc.co.za](mailto:gm@rcyc.co.za)

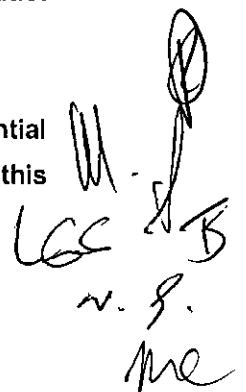
13.3 The *domicilium citandi et executandi* (other than e-mail) is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

#### 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

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**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**

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**RECIPIENT remains liable and indemnifies the CITY in full in this regard.**

**15. BREACH CLAUSE**

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

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

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

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

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

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

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

15.3.2 The Cash Transfer being mismanaged by RECIPIENT;

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

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

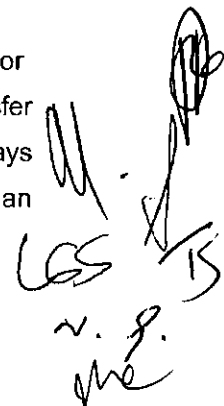
15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.

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

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

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

15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an

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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.

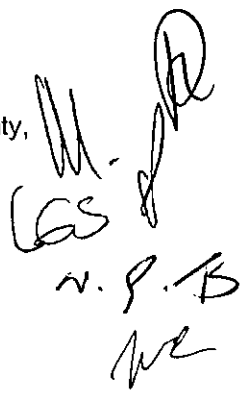
## **16. NO FAULT TERMINATION**

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.

  
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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.**

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## **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. JURISIDICION**

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.

  
Handwritten signatures and initials, including 'LGS', 'W.P.', and 'TB'.

## 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;

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

SIGNED at Cape Town on this 2nd day of January 2019.

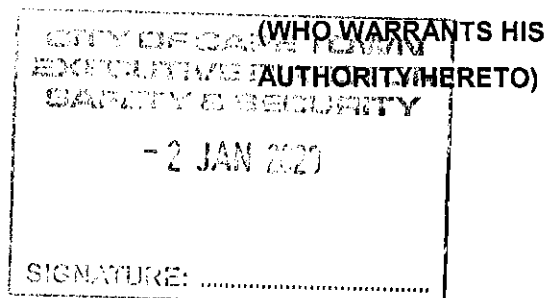
AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]

THE CITY:  
MR RICHARD BOSMAN  
EXECUTIVE DIRECTOR:  
SAFETY AND SECURITY



[Signature]  
GCS  
~ 8.

SIGNED at Royal Cape Yacht Club on this 30<sup>th</sup> day of December 2019.

AS WITNESSES:

1. David A. Gaceard

2. John Scott

Mainprize

ROYAL CAPE YACHT CLUB

MS TONI MAINPRIZE

GENERAL MANAGER

(WHO WARRANTS HER  
AUTHORITY HERETO)

LES  
v.p. B

## ANNEXURE "A"

### (RIGHTS PACKAGE)

- City of Cape Town logo to be included on all advertisement opportunities, publications, brochures, pamphlets and programmes, poster and invitations.
- City to feature in media releases and/or provide quotes
- City to include in opportunities on all media platforms
- Presence at events, invitations and speaking opportunities:
- 6 x VIP tickets for the farewell function with partners
- 4 x general tickets per event for main start and farewell dinner, depending on seating availability
- Speaking opportunities – opening/closing, race start and awards.
- Branding at the event venue, parking spaces and on route.
- Message from the Executive Mayor on online magazine
- One-page advert included on online magazine.

W. P.  
LGS me  
v. p. B

**ANNEXURE "B"**

**MEMBERS RESOLUTION**

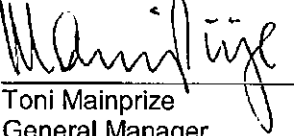
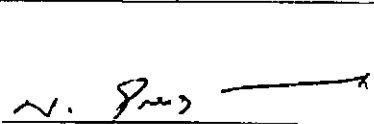
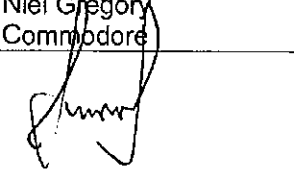
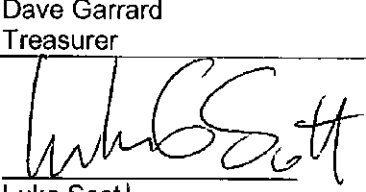
**(MEMBERS RESOLUTION**

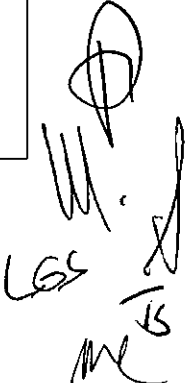
**(TO BE SIGNED BY ALL MEMBERS)**

**IT IS RESOLVED-**

1. That **ROYAL CAPE YACHT 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 **Ms Toni Mainprize**, in my capacity as, a **General Manager** of the **Royal Cape Yacht 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.

**(To be signed by all Directors/Members)**

|                                                                                                                          |                     |                      |
|--------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------|
| <br>Toni Mainprize<br>General Manager | Date:<br>30/12/2019 | Place:<br>Cape Town. |
| <br>Niel Gregory<br>Commodore         | Date:<br>31/12/2019 | Place:<br>CAPE TOWN  |
| <br>Dave Garrard<br>Treasurer         | Date:<br>30/12/2019 | Place:<br>CAPE TOWN. |
| <br>Luke Scott<br>Race Chairman       | Date:<br>30/12/2019 | Place:<br>CAPE TOWN  |

  
LGS  
ME  
IS

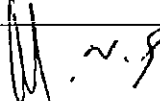


## Appendix "A"

| <b>CITY OF CAPE TOWN (the City)<br/>EVENTS Policy (the Policy)<br/><br/>PROJECT PLAN</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Year (the City's financial year): 1 July 2019 to 30 June 2020.</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>No.:</b>                                                                              | <b>DETAILS AND REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>1.</b>                                                                                | <b>ORGANISATION:</b> Royal Cape Yacht Club (RCYC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>2.</b>                                                                                | <b>AIMS AND OBJECTIVES OF ORGANISATION:</b><br><br><ol style="list-style-type: none"><li>1. the promotion of yachting on Table Bay and adjacent waters:</li><li>2. the provision of facilities for members within the Table Bay harbour area:</li><li>3. the promotion of good seamanship amongst members:</li><li>4. the performance of all such other activities as are incidental to or conducive to the attainment of the above objects or any of them.</li></ol>                                                                                                                                                                          |
| <b>3.</b>                                                                                | <b>PROJECT OR PROGRAMME DETAILS:</b> Cape2Rio Race 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>3.1</b>                                                                               | <b>Project or Programme Description</b> – What is the proposed project's focus, purpose or level of intervention?<br><br>Race starting in Table Bay Cape Town, crossing the Atlantic to Rio de Janeiro, Brazil.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>3.2</b>                                                                               | <b>Location/area</b> - Where will this project be carried out? I.e. What is the target area?<br>Target:<br><ul style="list-style-type: none"><li>• Table Bay Cape Town, crossing the Atlantic to Rio de Janeiro, Brazil.</li><li>• Pre-race events to take place for visitors at the Royal Cape Yachts Club: Maritime demonstrations, markets and a visitor "race village" to promote the event, sponsors and competitors.</li></ul>                                                                                                                                                                                                           |
| <b>3.3</b>                                                                               | <b>Number of attendees and/or participants:</b> How many people attend the event?<br><br>The Race Organisers estimate that there will be approximately 30 entries for this year's event, with an average crew per entry of 8. However, although the number of participants is relatively small, these include entries from Brazil (including the Brazilian Navy), Argentina, China, the Indian Navy, Russia, Italy and China amongst others. The boats themselves are also a huge draw to spectators at the V& A Waterfront as well as at RCYC, since many of the participating boats will be too large to be accommodated in the RCYC Marina. |

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|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>Given the timing of the event, over the New Year period, a vast number of tourists will be party to the Race Village attractions on display. Attendees to the event will include prominent VIP's from some of the participating countries, industry leaders from South Africa as well as members of the City of Cape Town who will be invited to participate in pre-race social events and demonstrations to promote the race and the City of Cape Town as an international destination.</p> <p>A Round Robben Island Cruising Event will take place prior to the actual start of the Cape to Rio 2020 Race, on the Day of Reconciliation, 16 December. With a large fleet of local yachts and the race competitors taking part, this will provide quite a sailing spectacle within Table Bay and will be visible from many higher look-out points within the city.</p> <p>The benefit of having trackers on board each boat also assists in reaching the international spectators who can follow the race online. Headline sponsors will have their brand displayed on the tracking.</p>                                                                                                                                                                                                                                                   |
| 3.4 | <p><b>Beneficiaries</b> - Which community (the target community or group) will benefit from this project?</p> <p><b>Target:</b><br/>Focus on the promotion of sailing within the local community as well as the National and International sailing community; The City of Cape Town as a tourism hub of South African; Youth within various sporting fraternities and other sports Clubs.</p> <p>The international stature and historic nature of the Race, together with the recent focus on the development of the Maritime industry within the Western Cape would assist in the promotion of Cape Town as a major sailing and maritime hub.</p> <p>As part of the shoreside "Race Village", stands will be made available to local maritime industries and agencies who would benefit by being able to align their businesses with the Cape to Rio Race and showcase the scope of the maritime industry within the Western Cape.</p> <p>The RCYC Academy, which supports sailing development and instruction of individuals from disadvantaged communities, will be given prominence in order to attract further aspiring sailors as well as community support. The Royal Cape Yacht Club is also aiming to enter a boat and crew from the Academy which will further promote the development of sailing talent from these communities.</p> |
| 3.5 | <p><b>Sponsorship objectives:</b> Which companies are sponsoring the event?</p> <p>At present we have no other sponsors, but Peters and May have teamed with the Royal Cape Yacht Club in a partnership agreement for incoming vessel logistics and shipping.</p> <p>The Royal Cape Yacht Club has approached several other potential sponsors to assist but are still waiting on firm commitment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.6 | <p><b>Swot Analysis:</b> Strengths and Weaknesses:</p> <p><b>Strengths:</b><br/>Royal Cape Yacht Club has been hosting this iconic and historic event every three years since 1971, so have experience in organising the race; media, publicity, marketing and promotion internationally; accommodating international vessels and crews.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |


|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p><b>Weaknesses:</b><br/>This year will be the first time that the Royal Cape Yacht Club will be open to the public in the form of a "Race Village" and although every effort will be made to accommodate the general public, there may be bottlenecks in terms of harbour regulations, parking issues and accessibility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.7 | <p><b>Opportunities:</b> How will you grow your event:</p> <p>Invitation of various businesses to showcase their products around a "race village" where visitors can view the competing boats, meet the competitors and learn more about the sailing fraternity.</p> <p>Invitations have been sent to international clubs and the Chinese, Indian and Brazilian Navies have responded positively. Teams from Russia and China have also expressed interest and confirmed entries from Argentina and Germany have already been received.</p> <p>The Race is the only Southern Trans-Atlantic event and is unique to Cape Town. If logistics, shore-side support and entertainment is elevated to the standard of similar events such as the Rolex Middle-Sea Race, The Sydney-Hobart Race and the Heineken Cup in the Caribbean, then this will draw more international competitors and increase tourism opportunities.</p> <p>The Race Committee have applied to have a Virtual Regatta whereby spectators all over the world can follow the race on the trackers and compete virtually on a digital platform.</p>                                                                                                                                                                                                                                                                                                                                                |
| 3.8 | <p><b>Threats:</b> Any concerns about the event:</p> <p>Weather will play a large part in determining how many visitors attend the shore-side events.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.9 | <p><b>Marketing and Media:</b> Brief information on the plans (challenges):</p> <p>Past events have shown that partnerships with television and news agencies has had a huge advantage. The Race Organisers have a large database of contacts and will utilise this for the forthcoming Race. (Television - ENCA and Supersport, Radio – Smile FM, Cape Talk, KFM, Print – Cape Times, Cape Argus, Sunday Times, Sail+Leisure Magazine, Die Burger)</p> <p>In the 2017 race, DSTV sponsored one of the competing boats and live coverage was given of the start on Supersport.</p> <p>The challenges facing this year's event is that the cost associated with media coverage has risen dramatically and may be out of the scope of the media plan budget. A more intense use of all social media channels will be implemented in conjunction with news agencies and television. Facebook, Instagram, Twitter, Race website, YouTube – these promotions started over a year ago and have already drawn a following of over 6000 members.</p> <p>The entry of the RCYC Academy boat with their development crew will be of special interest to the media and they will also be posting a daily blog of life on board the boat which will be publicised during the race itself. It is anticipated that the local media channels will assist in promotion of this team.</p> <p>Race customised branding, campaign and digital newsletters to targeted databases.</p> |

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|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | distribution of promotional print materials, extensive branding at the host venue, billboards in and around Cape Town.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3.10 | <p><b>Economic Development and Tourism impact:</b></p> <p>The start dates of the race (4<sup>th</sup> and 11<sup>th</sup> of Jan 2020) are over the peak tourist season. The opening of the Royal Cape Yacht Club to the public over this period as well as the intention to promote the event at the V &amp; A Waterfront will have added tourist benefit: promoting tours, sponsors of the event and the City of Cape Town in terms of the Harbour area.</p> <p>Having more visiting international boats in the form of competitors (Russia, China, Argentina, Brazil, India, Italy and Germany) to the race will also have a positive impact on maritime industries such as boat repairs, chandlery, sailmakers, etc.</p> <p>Visiting crews and families will also have an impact of adding to revenue in hotels, restaurants and other attractions.</p> |
| 3.11 | <p><b>Legacy:</b></p> <p>The Cape2Rio Race is now in its 16<sup>th</sup> edition, first having been held in 1971 and every 3 years thereafter. There have been 3 South American finish cities, but the start has always been held in Cape Town. It is the most iconic and historical trans-Atlantic yacht race in the Southern Hemisphere. We will continue to use this iconic event to promote the sport of yacht racing, RCYC and the City of Cape Town.</p>                                                                                                                                                                                                                                                                                                                                                                                              |

## 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)    | Opening Ceremony & Blue Peter Party – 27 Dec 2019                                                                                              | 110 000.00   |
| (ii)   | Regional & City VIP Spectator vessels, marshalling vessels and media vessels at both race starts (4 <sup>th</sup> & 11 <sup>th</sup> Jan 2020) | 90 000.00    |
| (iii)  | Closing ceremony & Prizegiving in Rio – 2 <sup>nd</sup> February 2020                                                                          | 300 000.00   |
| (iv)   | Hiring of equipment/catering/furnishing for functions at RCYC: Dec 2019 – Jan 2020                                                             | 100 000.00   |
| (v)    | CT/WC Jewel Event Race promotion & marketing                                                                                                   | 130 000.00   |
| (vi)   | Promotional gear and branding                                                                                                                  | 150 000.00   |
| (vii)  | Race tracking for 30 days racing                                                                                                               | 120 000.00   |
| (viii) | Journalists/photography/PR                                                                                                                     | 40 000.00    |
| (ix)   | Virtual Regatta                                                                                                                                | 50 000.00    |
| (x)    | Trophies and Prizes                                                                                                                            | 50 000.00    |
|        |                                                                                                                                                | 1 140 000.00 |

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|  |                                   |
|--|-----------------------------------|
|  | <b>TOTAL BUDGET - EXPENDITURE</b> |
|--|-----------------------------------|

**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                                                                                                                                                                                                                          | 500 000.00          |
| 4.2.2                        | OWN FUND RAISING BY YOUR ORGANISATION                                                                                                                                                                                                                                                                      |                     |
| 4.2.3                        | OTHER SOURCES (SPECIFY BELOW)<br>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 <b>including other sources of funding that your organisation may receive</b> from the City |                     |
| (i)                          | ENTRY FEES                                                                                                                                                                                                                                                                                                 | 300 000.00          |
| (ii)                         | WESGRO                                                                                                                                                                                                                                                                                                     | 75 000.00           |
| (iii)                        | DCAS                                                                                                                                                                                                                                                                                                       | 35 000.00           |
| (iv)                         | PRIVATE SPONSOR                                                                                                                                                                                                                                                                                            | 500 000.00          |
| (v)                          |                                                                                                                                                                                                                                                                                                            |                     |
| (vi)                         |                                                                                                                                                                                                                                                                                                            |                     |
| <b>TOTAL BUDGET - INCOME</b> |                                                                                                                                                                                                                                                                                                            | <b>1 140 000.00</b> |

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Duly authorised person of the organisation:

Full Name: Toni Mainprize

RSA ID Number: 6710260541188

Position: General Manager

Mainprize

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 Dept.

Project Manager: -

Yolande Quinton

Date: -

2/1/20

Signature: -

pp. J. Amadys

n.p.  
LGS M. B. R. Me



**Associated Insurance Brokers Cape 2006 (Pty) Ltd**  
Financial Services Provider Licence No. 31032  
Cape Town

**Old Mutual Insure Limited**  
Financial Services Provider Licence No. 12  
Johannesburg

## AIB CAPE ASSETCARE POLICY SCHEDULE

### POLICYHOLDER DETAILS

**The Insured** : **ROYAL CAPE YACHT CLUB INCLUDING CONTRACTORS**  
**Address details** : Postal P.O. Box 772  
CAPE TOWN  
8000  
**Contact details** : Work 0214211354  
: Home 0000000000  
: Fax 0214216028  
: Cell 0846586551  
: E-mail gm@rcyc.co.za  
**VAT Number** :  
**Business Description** :

**Intermediary** : **ASSOCIATED INSURANCE BROKERS CAPE 2006 (PTY) LTD**  
**Agency Number** : AIB

### POLICY DETAILS

**Insurer** : **OLD MUTUAL INSURE LIMITED**  
**Policy type** : **AIB CAPE ASSETCARE**  
**Policy number (Insurer)** : 17270197  
**Policy number (Broker)** : **139C590387**  
**Additional Reference** : AIB005926

**Payment method** : **MONTHLY**  
**Period of insurance** : (A) 01/06/2018 to 30/06/2018, and renewing monthly thereafter.  
(B) Any subsequent period for which the Company agrees to renew this policy or any section thereof.  
**Original Inception Date** : 01/10/2009  
**Review date** : 01/05/2019  
**Territorial Limits** : All premises as stated in each section owned or occupied or used by the Insured for the purpose of the business all situated in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi, unless otherwise stated in any section of the policy.

**Payment method** : Debit Order  
**Debit / Strike Date** : 1st day of each month, or nearest working day thereafter.  
**Reason for Policy Issue** : **Amended - Stock Value increased**

### AUTHORISED SIGNATORY

**Signed at** : Tygervalley  
**Date Printed** : 13/06/2018

(On Behalf of the Company)

## Insurance Cover Details

### RISK ADDRESS

TABLE BAY HARBOUR 1

CAPE TOWN  
8000

### INSURANCE DETAILS

|                                                            |                   |
|------------------------------------------------------------|-------------------|
| Sub-Section A : Public Liability                           | Included<br>: YES |
| Sub-Section B : Pollution (Accidental)                     | : YES             |
| Sub-Section C : Products Liability / Defective Workmanship | : YES             |
| Sub-Section D : Negligent Advice (Gratuitous)              | : YES             |
| Retroactive Date All applicable items above                | : YES             |
| - Retroactive Date                                         | : 01 May 2003     |
| - Basis Of Cover                                           | : Claims Made     |

### EXTENSIONS & CLAUSES

|                               |               |
|-------------------------------|---------------|
| Statutory Legal Defense Costs | : YES         |
| Wrongful Arrest               | : YES         |
| Defamation                    | : YES         |
| Employers Liability           | : YES         |
| - Retroactive Date            | : 01 May 2003 |
| African Territories           | : YES         |
| Extended Reporting Option     | : YES         |
| Warehousing Liability         | : NO          |
| Care, Custody, and Control    | : NO          |

**TOTAL**

**1 672.92**

Limits

Premium

20 000 000

1 445.94

20 000 000

-

20 000 000

218.58

20 000 000

-

100 000

-

100 000

-

100 000

-

1 000 000

8.40

### Excesses

- 1) Sub-Section A : Public Liability : R750
- 2) Sub-Section B : Pollution (Accidental) : R750
- 3) Sub-Section C : Products Liability /Defective Workmanship : R1000
- 4) Sub-Section D : Negligent Advice (Gratuitous) : R750
- 5) Employers Liability : Nil

### WARRANTIES & ENDORSEMENTS

The following Warranties, Endorsements and/or Clauses are applicable to this risk item. Please refer to the end of this section for a detailed definition of these wordings and the section wording.

- 1) COMMERCIAL UMBRELLA LIABILITY

## BROADFORM PUBLIC LIABILITY SECTION

### General Section Memos

#### Memorandum 1 - Premises:

It is hereby noted that situation of premises is extended to include any premises owned, leased, used or occupied by the Insured.

#### Memorandum 2:

It is noted that Sub-Section A: Liability includes the Marina and Property Owners

Further, Libel and Slander is included up to a limit of indemnity of R50 000



**SPEV 24/08/19      BNI SOUTH AFRICA NATIONAL CONFERENCE 2019 – 17 AUGUST 2019**

It was **RESOLVED** that the event **NOT BE SUPPORTED**.

**ACTION: R BOSMAN; L DESOUZA-ZILWA**

**SPEV 25/08/19      HOMELESS WORLD CUP - 2021, 2022, 2023 or 2024**

It was **RESOLVED** that the City **APPROVES** the showing of interest in hosting the event, however the City has to explore the cost of hosting the event and engage with the other spheres of government before a commitment is made to proceed with the bidding process.

**ACTION: R BOSMAN; L DESOUZA-ZILWA**

**MATTERS ARISING**

**EVENTS FOR DECISION**

**SPEV 26/08/19      VOLVO OCEAN RACE CAPE TOWN STOPOVER – NOVEMBER 2021  
ALT DATE: OCTOBER OR DECEMBER 2021**

It was **RESOLVED** that the City **APPROVES** the event financially with an amount not exceeding R3 000 000, from the Events Budget and a maximum of R3 000 000 from the Enterprise and Investment Budget. The final amount must be negotiated with the event organiser and reported to the Special Events Committee.

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

**SPEV 27/08/19      CAPE2RIO 2020 YACHT RACE – 2 AND 11 JANUARY 2020**

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R500 000, from the Events Budget, subject to the event meeting matching sponsorship.

**ACTION: R BOSMAN; L DESOUZA-ZILWA**



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CORPORATE SERVICES  
LEGAL SERVICES  
CORPORATE ADVISORY SERVICES

Philiswa Qalazive  
Legal Adviser

T: +27 21 400 2394 F: +27 21 400 5921  
E: Philiswa.Qalazive@capetown.gov.za  
Ref: 16/1/1/8/885

### FINALISATION LETTER

Date: 27 December 2019

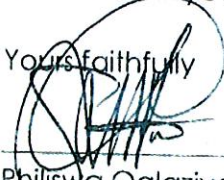
To: **Executive Director: Safety and Security**

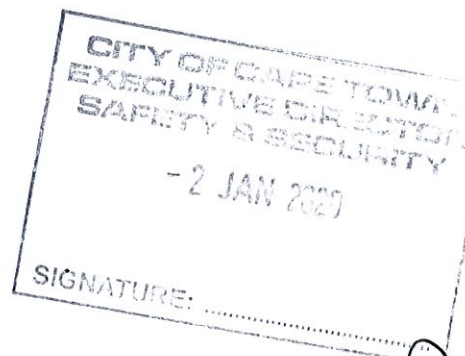
IN RE: **Cape 2 Rio 2020 Yacht Race**

Dear Sir / Madam

1. The finalised Agreement in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above Agreement. Client Department was provided with an opportunity to peruse the Agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security**.
4. Please ensure that every page of the Agreement is initialled (including the witnesses).
5. Kindly fill in the place and date whereby which this Agreement was signed.
6. **Ensure that all correct Annexures (including the Rights Package) are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**
7. Thereafter, be so kind to provide me with a signed copy of this Agreement, at your earliest convenience.
8. Thank you for your assistance herein.

Yours faithfully

  
Philiswa Qalazive  
Legal advisor





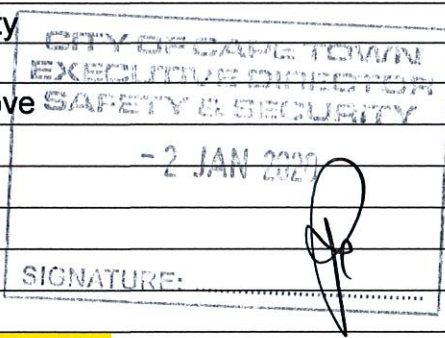
## Internal Contract Administration Form

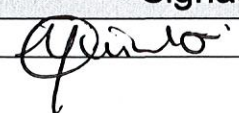
|                                                                                                                                                                                                |                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Directorate:</b>                                                                                                                                                                            | <b>Tourism Events and Economic Development</b> |
| <i>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.</i> |                                                |

|                              |                                   |
|------------------------------|-----------------------------------|
| <b>Agreement with:</b>       | <b>Reason / Name of Event:</b>    |
| <b>ROYAL CAPE YACHT CLUB</b> | <b>CAPE 2 RIO 2020 YACHT RACE</b> |

|                                       |                                     |                                    |                                     |
|---------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|
| <b>Department:</b>                    | <input checked="" type="checkbox"/> | <b>Agreement Type:</b>             | <input checked="" type="checkbox"/> |
|                                       |                                     | Service Level Agreement            |                                     |
|                                       |                                     | Sponsorship Agreement              | <input checked="" type="checkbox"/> |
| Events                                | <input checked="" type="checkbox"/> | Section 67 Cash Transfer Agreement |                                     |
|                                       |                                     | Consultant                         |                                     |
|                                       |                                     | Rental Agreement                   |                                     |
|                                       |                                     | Film Agreement                     |                                     |
|                                       |                                     | Host City Agreement                |                                     |
|                                       |                                     | City Services Agreement            |                                     |
|                                       |                                     | Other                              |                                     |
| If other, indicate type of agreement: |                                     |                                    |                                     |

|                          |                               |                                     |
|--------------------------|-------------------------------|-------------------------------------|
| <b>Agreement Status:</b> | <b>Name of Legal Advisor:</b> | <b>Proof attached</b>               |
|                          |                               | <input checked="" type="checkbox"/> |
| Vetted by Legal Services | <u>Philiswa Qalazive.</u>     | <input checked="" type="checkbox"/> |
| Unvetted                 |                               |                                     |

|                                                                                      |                                                        |                                     |
|--------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------|
| <b>Contract compliance checks:</b>                                                   |                                                        | <input checked="" type="checkbox"/> |
| <b>Before ED signs, ensure steps 1, 2 and 3 are completed</b>                        |                                                        |                                     |
| 1.                                                                                   | Signed and dated by EO / other party                   |                                     |
| 2.                                                                                   | Two witnesses                                          |                                     |
| 3.                                                                                   | Each page initialled by all of the above               |                                     |
| 4.                                                                                   | Rights Package                                         |                                     |
| 5.                                                                                   | Business Plan                                          |                                     |
| 6.                                                                                   | Approval                                               |                                     |
| 7.                                                                                   | Public Liability                                       |                                     |
| 8.                                                                                   | Constitution (if applicable)                           |                                     |
| 9.                                                                                   | Signature Authorisation Letter (if applicable)         |                                     |
| 10.                                                                                  | Final check by Rowelna Williams                        |                                     |
|  |                                                        |                                     |
| 11.                                                                                  | Signed and dated by ED: Safety and Security and Events | <input checked="" type="checkbox"/> |
| 12.                                                                                  | Two witnesses                                          | <input checked="" type="checkbox"/> |
| 13.                                                                                  | Each page initialled by all of the above               |                                     |

|                                      |                                                                                      |             |
|--------------------------------------|--------------------------------------------------------------------------------------|-------------|
| <b>Name of Manager/ Prof Officer</b> | <b>Signature</b>                                                                     | <b>Date</b> |
| Yolande Quinton                      |  |             |