



**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

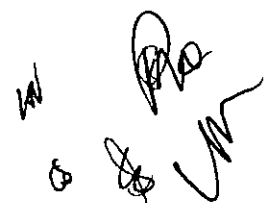
**TREBLE ENTERTAINMENT (PTY) LTD
(REGISTRATION NO: 1999/028510/07)**

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

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ANNEXURES

A.	Rights Package
B	Resolution of the Recipient authorising Mr Kyle Nel, Managing Director to sign the agreement on behalf of the Recipient.
C	Events Plan and/or Business Plan
D	Section 67 Declaration
E	Transfer Payment Checklist

W *D* *CMR*

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 **Treble Entertainment (Pty) Ltd.** is a company registered in terms of the laws of South Africa, registration number: **1999/028510/107**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Kyle Nel** with ID number: **721003 5177 086** in his capacity as **Managing Director** of the Organisation and duly authorised hereto.

2. DEFINITIONS

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

2.1.1	"Bank Account" means: Name of Account Holder: Treble Entertainment (Pty) Ltd. Name of Bank: Absa Type of Account: Cheque Account Account Number: 4058164606 Branch Number: 506009 Branch: Heerengracht
2.1.2	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.4	"City Services" means all services rendered by the CITY to events;

2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date of the Event irrespective of the Signature date;
2.1.7	"Commercial Sponsorship Agreement" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	"Completion Date" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event held during the 2020/2021 Financial Year;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means Freedom Paddle to be held on 24 October 2020 at the Oceana Power Boat Club in Green Point .
2.1.11	"Expenditure" means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	"Event's Organiser" means the Party as described in clause 1.2 herein being;
2.1.13	"Financial Year" means the financial year of the CITY commencing on 1 July and ending on 30 June of any given year;
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this

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

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

2.3 Any reference in this Agreement to:

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

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- iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).
- 2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.5 The headings do not govern or affect the interpretation of this Agreement.
- 2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.

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

3. PREAMBLE

- 3.1 In South Africa and even closer to home in Cape Town we have a number of ocean paddlers. For the last two years Treble has staged the Freedom Paddle on Freedom Day, celebrating and reflecting on the meaning of the day, by hosting an ocean race around Robben Island. It is a privilege to be able to paddle around arguably the most significant landmark in South African's history. In the first year, the field had 8 current and past ocean paddling world champions on the start line, last year the event was awarded the South African doubles ocean paddling championship status. Furthermore, last year the event hosted 350 paddlers participating in the largest ever ocean paddling field in South Africa.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.
- 4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance

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with a commercial or other business transaction, the accounting officer must be satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.

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

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

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

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

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

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

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

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

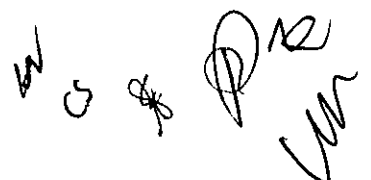
5. CASH TRANSFER

For the event to be hosted on **24 October 2020**.

- 5.1 The CITY shall transfer payment of **R49 000 (Forty-Nine Thousand Rand Only) (15% VAT where applicable)** during the 2020/21 financial year from the Events budget.
- 5.2 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years
- 5.3 The utilisation of the Cash Transfer shall be for support of the Event to be held on **24 October 2020** as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. This is subject to the City obtaining all the required documentation 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.



7. VARIATIONS TO THE AGREEMENT

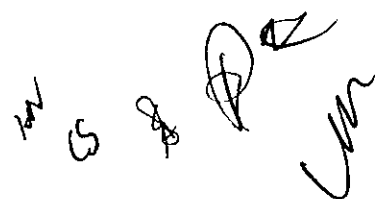
- 7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

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 ledge account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.
- 8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.
- 8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.
- 8.1.12 RECIPIENT will:
- 8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;
 - 8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;
 - 8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and
 - 8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.
- 8.1.13 **Non-compliance with this clause 8.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**
- 8.2 In respect of reporting in terms of the policy
- 8.2.1 RECIPIENT furnish the CITY within 3 (three) months after the last day of the Event with a full report of the Event. The CITY shall RECIPIENT in writing as to the information to be included in this report.
- 8.2.2 **Non-compliance with this clause 8.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT**

shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.3 Compliance:

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

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

8.4 Rights Package and Event

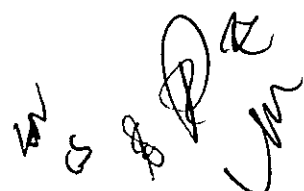
8.4.1 RECIPIENT shall:

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

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- 8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.
- 8.4.1.6 **employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;**
- 8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;
- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;
- 8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;
- 8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;
- 8.4.1.11 **ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;**
- 8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;
- 8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;
- 8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;

- 8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;
- 8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;
- 8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;
- 8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and
- 8.4.19 provide all necessary toilet and disabled facilities.
- 8.4.20 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

9 OBLIGATIONS OF THE CITY

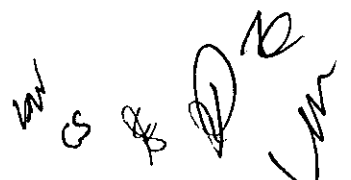
In regard to:

9.1 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.
- 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 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

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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: -

13.1 The CITY: -

Attention: Mr Richard Bosman

City of Cape Town

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard, Cape Town, 8000

Telephone 021 400 3355

Fax: 021 400 5923

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

13.2 RECIPIENT: -

Attention: Mr Kyle Nel

Treble Entertainment (Pty) Ltd.

The Mill House

12 Boundary Road

Newlands, 7700

Tel: (021) 685 3333

Cell: 082 999 0005

Email: kyle@treblegroup.com

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

14. INDEMNITY AND INSURANCE

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

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

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

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

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

15. BREACH CLAUSE

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

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

- 15.2.1 Cancel the Agreement and claim any damages, together with interest; or
- 15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or
- 15.2.3 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 ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.
- 15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or
- 15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.
- 15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.
- 16. NO FAULT TERMINATION**
- 16.1 The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash

Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may discontinue the CITY Services (where applicable) on written notice to RECIPIENT.

17. GENERAL

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

18. CESSION AND ASSIGNMENT

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

19. INTELLECTUAL PROPERTY

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

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CNR

- 19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.
- 19.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.
- 19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

20. CONFIDENTIALITY

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

court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.

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

21. LIMITATION OF LIABILITY

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

22. NATURE OF RELATIONSHIP

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

23. IMPLEMENTATION AND GOOD FAITH

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

Handwritten signatures and initials in the bottom right corner, including what appears to be 'IN', 'S', 'P', and 'UM'.

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

24. JURISDICTION

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

25. COSTS

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

26. SIGNATURE

- 26.1 This agreement is signed by the Parties on a date and at the places recorded herein.
- 26.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 26.3 This contract may only be signed upon the necessary authority being obtained by the Parties;
- 26.4 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 30 day of November 2020.



Handwritten initials and signature in the bottom right corner.

AS WITNESSES

1. DMattup
2. Cal

[Signature]

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



SIGNED at Norlands on this 28th day of October 2020.

AS WITNESSES

1. gwyer
2. [Signature]

[Signature]

TREBLE ENTERTAINMENT
(PTY) LTD:
MR KYLE NEL
MANAGING DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO)

[Handwritten initials]

ANNEXURE "A"

(RIGHTS PACKAGE)

Event Advertising & Branding:

- Branding at the event – 6 feather flags

Digital Website:

- Sponsor logo to be featured on website pages and link to website.

Social Media (Facebook/Instagram/Twitter/YouTube):

- Sponsor content published on social media platforms
- 2 x Sponsor promotions as partners of Freedom Paddle

Complimentary VIP Tickets:

- VIP admission (hospitality)
- No VIP offering. Freedom Paddle will host up to 4 City officials on event day.

PR & Media:

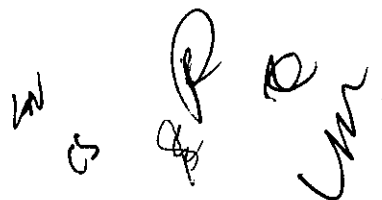
- City of Cape Town Freedom Paddle media release quotes
- Speaking opportunity at the event.
- Handing over of prizes

Documentation and Engagements:

- Event imagery and videos to be supplied to the City of Cape Town and as well as the rights to use the imagery and videos.

Registration:

- City of Cape Town promotional space at event Registration on 24 October 2020 with right to branding.

Handwritten signatures and initials in black ink, including 'W', 'CS', 'R', 'D', and 'Lmr'.

ANNEXURE "B"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

- 1 THAT Treble Entertainment (Pty) Ltd. (hereinafter referred to as "the RECIPIENT") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the CITY"), in terms of which the CITY agreed to make certain resources and facilities available to the RECIPIENT and as consideration for the resources and facilities made available to it by the CITY, the RECIPIENT agreed to grant the CITY the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
1. THAT Mr Kyle Nel in his capacity as **Managing Director of Treble Entertainment (Pty) Ltd.**, is authorised to sign this Sponsorship Agreement on behalf of the RECIPIENT and to sign all other documents and perform all other acts on behalf of the RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

 _____ Kyle Nel	Date: 28/10/2020	Place: Newlands
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ANNEXURE "C"

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

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**CITY OF CAPE TOWN (the City)
EVENTS Policy (the Policy)
PROJECT PLAN**

Financial Year (the City's financial year): 1 Jul '20 - 30 Jun '21

No.:	DETAILS AND REQUIREMENTS
1.	ORGANISATION: Treble Entertainment (PTY) Ltd
2.	AIMS AND OBJECTIVES OF ORGANISATION: Treble Entertainment is a sport marketing and brand activation agency based in Cape Town. We represent a number of rightsholders, have an inhouse sponsorship and brand activation team and have an event management team. Rightsholders: • WP Rugby, SARU, Natal Rugby, Springboks Supporters Club etc. • Lifesaving South Africa • Stellenbosch FC, Hellenic FC • Canoeing: Dusi Canoe Marathon, Fish River Canoe Marathon, Breede Canoe Marathon • Paddling: Freedom Paddle, Cape Point Challenge • Mass Participation: East Coast Radio Big Walk Consulting: • DHL (for sub Saharan Africa region) • Postnet • General Tire Events: • Newlands Rugby Stadium (Food and Beverage solution) • HSBC Sevens Cape Town (Food and Beverage solution) • East Coast Radio Big Walk • Boktown – National role out Treble aims to grow the Freedom Paddle asset into a unique sporting offering for the Cape Town community.
3.	PROJECT OR PROGRAMME DETAILS: The Freedom Paddle
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention?

	Sports Marketing Event
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: Freedom Paddle Big Bay around Robben Island and back to Big Bay
3.3	Number of attendees and/or participants: How many people attend the event? Freedom Paddle: 200
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: SANCOB
3.5	Sponsorship objectives: Which companies are sponsoring the event? Confirmed: Prescient Eurosteel (VIK) Pending / Targeted: Retail: Food Lover market – Road Race and Finish Area Wimpy Financial Services: Prescient – Asset Managers Medical Aid: Bonitas– Overall sponsorship Fisheries Oceana Group – Overall Sponsorship Cellular / telecommunications Cellc – Overall Sponsorship MTN – Overall Sponsorship Vodacom – Overall Sponsorship Telkom Airlines: Emirates (VIK flights to be bring in international competitors) Eithad (VIK flights to be bring in international competitors) Technology

	Infinetix Local Major industries: Astron Energy (Caltex) Distell The Forshini Group – Total Sports
3.6	Swot Analysis: Strengths and Weaknesses: Strength: Freedom Paddle for 2 years and already achieved largest field in SA. Given multiple events increase inclusiveness of community to get involved. Paddlers are asking us to stage the event. Threats: Weather dependant, Impact of national travel given Covid Opportunity: Scalable and Freedom brand aligned with Cape Town City can be developed. Freedom Paddle is first event staged in Cape Town post economic lockdown. Harness on meaning of Freedom Paddle in messaging Short window until 2021 event in April Weakness: Post Covid National travel for 2020 event constrained Business severely impacted by economic lockdown
3.7	Opportunities: How will you grow your event: We feel the offering is unique in South Africa – To grow event a few KPI's Efficient registration and easy of entry (online and with retail partners foot print); Solid marketing and media partners; Securing the best athletes in each discipline to compete;
3.8	Threats: Any concerns about the event: Weather: October is still a good window wind, the south easter is typically starting in November
3.9	Marketing and Media: Brief information on the plans (challenges): Media partners love the concept, issue is raising the funds to deliver the media solution to make this a world class event.
3.10	Economic Development and Tourism impact: (Re Covid Freedom Paddle would have de...) +-400 pax from out of Cape Twon. We want to keep Freedom Paddle alive and top of mind for April 2021 when we will stage again on Freedom Day.

3.11	Legacy: SANCOB

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)	City Services	n/a
(ii)	Marketing and Communications	R55,000
(iii)	Medical and Safety	R 50,000
(iv)	Prize Money	R 50,000
(v)	Race Production	R100,000
(vi)	Venue Hire	R 20,000
(vii)	Charity	R 10,000

TOTAL BUDGET - EXPENDITURE	R 285,000
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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	R 49,000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	R 200,000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	
(i)	TICKETING/ENTRY FEES	R 85,000

	(ii) MERCHANDISING	N/A
TOTAL BUDGET - INCOME	R 334,000	

Duly authorised person of the organisation:

Full Name: Kyle Nel.

RSA ID Number: 7210035177086

Position: Managing Director

Signature

For Official Use Only

(To be completed by Project Manager when MAYCO has approved the SUPPORT and before the signing of the MOA – Attach this completed Annexure to the signed MOA)

Spevco on approved the sponsorship funding of R /City/Event Services

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

Line Department: - Events

Project Manager: - Josiah Arnoldus

Date: - 2/11/20

Signature: - J. Arnoldus

DECLARATION

By
TREBLE ENTERTAINMENT (PTY) LTD
(Hereinafter referred to as "the RECIPIENT")

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

I, Kyle Nel, in my capacity as, **Managing Director of the RECIPIENT**, hereby confirm that the **RECIPIENT** has in place effective, efficient and transparent financial management and control systems for the management of the transfer payment from the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at Newlands on this 28th day
of October 2020.

AS WITNESSES

1. 

2. 



MR KYLE NEL
MANAGING DIRECTOR
THE RECIPIENT

TRANSFER PAYMENT CHECKLIST

ANNEXURE "E"

NAME OF EVENT: FREEDOM PADDLE

ORGANISATION NAME: TREBLE ENTERTAINMENT

VENDOR NO: 1002284001

EMAIL ADDRESS: myle@treblegroup.com

TEL NO: 082 999 0005

CASH PAYMENT: _____

PAYMENT DATE: _____

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

BROADFORM LIABILITY - CLAIMS MADE

R 630.50

Insurance Cover Details**INSURANCE DETAILS**

	Included
Limit of Indemnity	: YES
- Basis of Cover	: Claims Made
- RetroActiveDate	: 2011-10-01
Claim Preparation Costs - as per policy wording	: YES
Additional Claim Preparation Costs	: NO

EXTENSIONS & CLAUSES

Additional Insured	: YES
Cross Liabilities	: YES
Emergency Medical Expenses	: YES
Products Liability	: NO
Statutory Legal Defense Costs	: NO
Wrongful Arrest and defamation	: YES
Extended Reporting Option	: NO

TOTAL

Limits	Premium
20 176 000	630.50
100 880	-
	630.50

Excesses

Broadform Public Liability Section - Standard R2500

BROADFORM LIABILITY - CLAIMS MADE

IMPORTANT INFORMATION - PLEASE READ

Clauses, Warranties & Endorsement Wordings

SECTION WORDING

Broadform Liability - Claims Made Basis
FFB-AIG-BFM-2013-10/001

DEFINED EVENTS

Damages which the Insured shall become legally liable to pay consequent upon Injury or Damage which occurred in the course of or in connection with the Business within the Territorial Limits and on or after the Retroactive date shown in the Schedule, and which results in a claim or claims first being made against the Insured in writing during the Period of Insurance.

DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

1. **Damage**
Loss of or physical damage to tangible property or wrongful interference with the enjoyment of rights over tangible property.
2. **Employee**
Person/s employed under a contract of service or apprenticeship with the Insured.
3. **Injury**
Death, bodily injury, mental injury, illness (mental or physical) or disease of or to any person.
4. **Product**
Any tangible property (including containers and labels) after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
5. **Pollution**
The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.
6. **Costs and Expenses**
Costs, charges, expenses and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior consent:
 - (i) In the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Section of the Policy.
 - (ii) In the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.

LIMITS OF INDEMNITY

The amount payable, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the Limit of Indemnity stated in the Schedule.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each extension shall apply separately and be subject to its own separate Limit of Indemnity provided always that the total amount of the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.

Where more than one Period of Insurance of this Policy, following its renewal or replacement may apply to an originating cause or source, the Insurers' liability will be limited to the maximum Limit of Indemnity for any one such Period of Insurance.

TERRITORIAL LIMITS

Anywhere in the world but not in connection with

- (i) any business carried on by the Insured at or from premises outside or
- (ii) any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured in respect of:

1. **Employees**
liability consequent upon Injury to any Employee arising from and in the course of employment by the Insured

2. **Property**
Damage to:
 - (a) (i) property belonging to the Insured;
 - (ii) property in the custody or control of the Insured or any employee of the Insured but this exception shall not apply to premises (or the contents thereof) temporarily occupied by the Insured for work therein;
 - (b) that part of any property on which the Insured is or has been working if such Damage results directly from such work.
3. **Professional advice, vehicles, aircraft, products etc.**
liability consequent upon Injury or Damage.
 - (a) **Professional advice or treatment**
caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.
 - (b) **Vehicles, watercraft, locomotives**
caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft (other than non-motorized watercraft not exceeding 6 metres in length and used only on inland waterways), locomotive or rolling stock, provided that this exception shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon Injury or Damage caused or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such Injury or Damage is not insured by any other insurance policy.
 - (c) **Aircraft**
caused by or through or in connection with
 - (i) the refuelling or defuelling of aircraft;
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline;
 - (iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad.
 - (d) **Products**
caused by or through or in connection with any Product other than food and drink provided for consumption on the premises of the Insured.
4. **Vibration and removal of support**
Damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
5. **Pollution**
 - (a) liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by Pollution, provided always that this exception shall not apply where such Pollution is caused by a sudden, unintended and unforeseen occurrence;
 - (b) the cost of removing, nullifying or cleaning up substances resulting from Pollution unless the Pollution is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exception.
6. **Fines, penalties etc.**
fines, penalties, punitive, exemplary or vindictive damages.
7. **USA and Canada judgements, awards or settlements**
damages in respect of judgements, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part). For the purpose of this specific exception "Damages" shall be deemed to include costs and expenses of litigation recovered by any claimant from the Insured.
8. **Events known to the Insured**
any claim arising from an event known to the Insured
 - (a) which is not reported to the Insurer in terms of General Condition 6
 - (b) prior to inception of this section or inception of any extension under this section.
9. **First amount payable**
first amount payable. The Insured shall be responsible for the first amount payable as stated in the Schedule in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or originating cause or source. The provisions of this clause shall apply to claims arising from Damage or Injury and shall apply to Costs and Expenses.
10. **Deliberate or intentional acts**
liability consequent upon Injury or Damage arising out of the deliberate, conscious and intentional disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
11. **Unlawful competition**
any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no. 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

MEMORANDUM

In respect of this section only, General exception 1 is deleted and replaced by the following:

This section does not cover Injury, Damage or liability directly or indirectly caused by, related to, or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

SPECIFIC CONDITIONS

1. Claims first made in writing against the Insured

Any claim first made in writing against the Insured as a result of a Defined Event reported in terms of General condition 6 (hereinafter termed reported event) shall be treated as if it had first been made against the Insured on the same day that the Insured reported the event to the Company.

2. Reporting of events after cancellation or non-renewal of policy

In the event of cancellation or non-renewal of the policy, the Insured may report an event in terms of General condition 6 to the Company within 30 days after expiry of the Period of Insurance provided such event occurred during the Period of Insurance.

3. Series of claims from one originating cause

Any series of claims made against the Insured by one or more than one claimant during any period of Insurance consequent upon one event or series of events with one originating cause or source shall be treated as if they all had first been made against the Insured

- (a) on the date that the event was reported by the Insured in terms of General condition 6 or
- (b) if the Insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the Insured.

4. Manifestation clause

When the facts do not speak for themselves and the Company and the Insured cannot mutually agree when the Injury or Damage occurred, then for the purposes of determining the indemnity granted:

- (a) the Injury shall be deemed to have occurred when the claimant first consulted a qualified practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury.
- (b) the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

EXTENSIONS

1. Extended reporting option

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, the Company agrees to extend the period during which the Insured may report an event in terms of General condition 6 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period) provided that:

- (a) this option may only be exercised in the event of the Company cancelling or refusing to renew this section;
- (b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- (c) once exercised, the option cannot be cancelled by either the Insured or the Company;
- (d) the Insured has not obtained Insurance equal in scope and cover to this section as expiring;
- (e) the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal;
- (f) claims first made against the Insured or any reported event by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal;
- (g) the total amount payable by the Company for claims made or reported events during the extended reporting period shall not have the effect of increasing the Limit of Indemnity applicable as on the last day preceding the cancellation or non-renewal.

2. Additional Insured

The Company will also, as though a separate policy had been issued to each, indemnify:

- (a) in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
- (b) any partner or director or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance;
- (c) to the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the Insured for the purposes of the business;
- (d) in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the Insured for the benefit of their employees,
 - (i) any officer or member thereof;
 - (ii) any visiting sports team or member thereof

Provided that:

- (1) the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;
- (2) any person or organisation to which this extension applies is not entitled to indemnity under any other policy
- (3) the indemnity under (a), (b) and (c) applies only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;

For the purposes of this extension, the Company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the Indemnity hereunder applies shall observe, fulfil and be subject to the

terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

3. **Cross liabilities**

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insureds shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

4. **Tool of trade**

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the Company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the Company be liable where any other form of motor insurance has been effected by the Insured covering the same liability.

5. **Employees and Visitors Property**

Specific exception 2(a)(ii) shall not apply to property belonging to any partner, director or employee of the Insured or any visitor to the Insured's premises.

6. **Transnet and other government departments**

Notwithstanding the provisions of Specific exceptions 2(a)(ii) and 3(b), this section extends to indemnify the Insured:

- (a) against liability assumed by the Insured under any contract entered into with or indemnity given to Transnet, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature;
- (b) against liability arising from loss of or damage to property belonging to Transnet while in the Insured's custody or control;
- (c) in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the Insured at any railway siding.

7. **Unattached trailers**

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the Company shall not be liable hereunder in respect of so much of any liability:

- (i) which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by the Insured;
- (ii) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected.

8. **Emergency medical expenses**

The Company will indemnify the Insured for all reasonable expenses incurred by the Insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this section.

9. **Car parks**

Notwithstanding the provisions of Specific exception 2(a)(ii), the Company will indemnify the Insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors or employees of the Insured using parking facilities provided by the Insured.

10. **Tenant's liability**

Specific exceptions 2(a)(ii) and 3(b) of this section shall not apply to premises occupied by the Insured as tenant (but not as the owner) thereof.

11. **Products liability (if stated in the Schedule to be included)**

Notwithstanding anything to the contrary contained in Specific exception 3(d), the Company will indemnify the Insured in respect of Defined Events happening anywhere in the territories stated in the Schedule elsewhere than at premises occupied by the Insured, and caused by any Product (including wrongful delivery and delivery of incorrect Products).

The amount payable under this extension, inclusive of any Costs and Expenses, for any claim or number of claims for any one event or series of events with one originating cause or source or during any one (annual) Period of Insurance, shall not exceed in the aggregate the Limit of Indemnity for this extension stated in the Schedule.

Additional specific exceptions (applicable to Products Liability extension)

This extension does not cover liability:

- (i) for the cost of repair, alteration, recall, reconditioning or replacement of the Product or part thereof (including containers and labels) causing injury or damage and/or the loss of use of any Product or part thereof; For the purposes of this additional specific exception the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product.
- (ii) for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the Product and any other property essential to such repair, alteration or replacement unless physically damaged by the Product;
- (iii) arising from the failure of any Product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed but this exception shall not apply to consequent injury or damage;
- (iv) arising from Products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
- (v) in respect of injury or damage happening in the United States of America or Canada caused by or through or in

- (vi) connection with any Products sold or supplied by or to the order of the Insured, if such Products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on behalf of the Insured;
for any defect in any Product or any part thereof of which the Insured was aware prior to the inception of this extension.

12. Statutory legal defence costs (if stated in the Schedule to be included)

If the Insured so requests, the Company will indemnify the Insured or any employee, partner or director of the Insured against costs and expenses not exceeding the amount stated in the Schedule incurred by or on behalf of the Insured or any employee, partner or director of the Insured with the consent of the company in the defence of any prosecution of the Insured or any employee, partner or director of the Insured arising from an alleged contravention of any statute in the course of the Business during the period of insurance.

Provided that:

- (i) In the case of an appeal, the Company shall not indemnify such person unless a senior counsel approved by the Company shall advise that such appeal should, in his opinion, succeed;
- (ii) the Company shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon;
- (iii) such person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.
- (iv) If the prosecution arises from or in connection with any Product, the Company will only indemnify the Insured or any employee, partner or director of the Insured if the extension for Products Liability is stated in the Schedule to be included.

13. Wrongful arrest and defamation (if stated in the Schedule to be included)

The Defined Events are extended to include damages:-

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest);
 - (ii) in respect of defamatory statements whether written or verbal;
- provided always that the Limits of Indemnity shall not exceed the amount stated in the Schedule.

14. Gratuitous advice

Notwithstanding anything to the contrary contained in specific exception 3(a) the Company will indemnify the Insured in respect of Defined Events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party.

Provided that this section does not cover liability:

- (i) arising out of the insolvency of the Insured;
- (ii) arising out of financial services and/or cost estimates provided by or on behalf of the Insured;
- (iii) arising out of defamation;
- (iv) arising out of design, formula, supervision, treatment or advice given by or on behalf of the Insured in exchange for a fee
- (v) arising out of technical information or advice given in connection with a Product unless the extension for Products Liability is included in the Schedule.

If at the time of any event giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.

15. Acquisitions and new businesses

The indemnity granted by this section of the Policy extends to any company formed and/or acquired by the Insured during the Period of Insurance for a period of 90 days of such formation and/or acquisition.

Provided always that:

- (1) the Retroactive Date in respect of such new company shall be deemed to be the date when a newly formed and/or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the Retroactive Date shall be the date of such acquisition;
- (2) the Insured's business activities remain unchanged;
- (3) the annual turnover of all newly formed and/or acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Company at inception hereof;
- (4) the Insured shall advise the Company of such formations and/or acquisitions before the expiry of 90 days thereof and the Company may amend the terms of this section of the Policy accordingly.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

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FINALISATION LETTER

DATE: 28 OCTOBER 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: FREEDOM PADDLE

OUR REF: 16/1/1/8/995

Dear Sirs

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

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso
Legal advisor



CIVIC CENTRE IZIKO LEENKONZO ZOLUNTU BURGERSENTRUM
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Making progress possible. Together.

SPECIAL EVENTS COMMITTEE

DECISIONS: 15 OCTOBER 2020

SPEV 37/10/20 CAMPUS PARTY SOUTH AFRICA ON 14 – 18 JULY 2020

It BE NOTED that event has been POSTPONED until next year.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 38/10/20 ASTROFEST 2020 ON 20 – 24 OCTOBER 2020

It BE NOTED that the event has been CANCELLED.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 39/10/20 AI EXPO AFRICA 2020 ON 2 – 4 SEPTEMBER 2020

It BE NOTED that the event changed to virtual event.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 40/10/20 IELA CONGRESS & PARTNERING EVENT 2020 (IELA INTERNATIONAL EXHIBITION LOGISTICS ASSOCIATION) ON 24 – 29 JUNE 2020

It BE NOTED that the event has been CANCELLED.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 41/10/20 FREEDOM PADDLE 2020 ON 24 OCTOBER 2020. ALT DATE: 7 NOVEMBER 2020

It BE NOTED that event support reduced to R49 000 and City owned venue will not be utilised.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 42/10/20 TRINITARIANS U/14 EASTER TOURNAMENT ON 11 – 13 APRIL 2020

It BE NOTED that the event has been CANCELLED.

ACTION: R BOSMAN, L DESOUZA-ZILWA



Internal Contract Administration Form

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

Agreement with:	Reason / Name of Event:
Treble Entertainment (Pty) Ltd	Freedom Paddle

Department:	✓
Events	✓

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

Agreement Status:	Name of Legal Advisor:	Proof attached
Vetted by Legal Services	Themba Gwadiso	✓
Unvetted		✓

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



p.p. *[Signature]* 02 Nov 2020

Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus	<i>J. Arnoldus</i>	2/11/20