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

PROJECT 021
(NPO NUMBER: 115 874)

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 RECIPEINT'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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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 **Project 021** is a company registered in terms of the laws of South Africa, NPO number: **115 874**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr David Cornelson** with Identity no: **70111 75088 087 in** his capacity as **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: **Project 021** Name of Bank: **First National Bank** Type of Account: **Cheque/ Current** Account Number: **62425347087** Branch Number: **200409** Branch: **Tokai**
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 2020/21 Financial Year;
2.1.9	"***Date of Signature***" means the date of the last party signing this Agreement;
2.1.10	"***Event***" means **Hip Hop 021 BDC Dance Competition** to be held at **Alexander Sinton High School** on **24 October 2020**;
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 2020 and ending on 30 June 2021
2.1.14	***"Notice"*** means a written notice;
2.1.15	***"Parties"*** means the Parties to this Agreement referred to in clause 1 and "**Party**" shall mean either of them;
2.1.16	"***Recipient***" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this

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

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

2.3 Any reference in this Agreement to:

i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;

ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

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

2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.5 The headings do not govern or affect the interpretation of this Agreement.

2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.

2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

2.9 The words "including" and "in particular" are without limitation.

2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.

2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.

2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.

2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.

2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.

2.17 In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

3. PREAMBLE

3.1 The event is a Hip Hop Dance competition which attracts youth from various communities across Cape Town, to compete in various Hip Hop Dance categories. Groups from Primary School, High School and Community Centres attend and participate at the event. A healthy competitive environment exists where youth can express their creative skills, and grow their respective talents.

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

<u>The monitoring and evaluation principles as set out in section 67 of the Act:</u>

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

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

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

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

<u>In terms of the Events Policy ('the Policy")</u>:

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 **R25 000 (Twenty-Five Thousand Rand Only) (15 % VAT where applicable)** during the 2020/2021 financial year from the Events budget;

5.2 The Cash Transfer as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years;

5.3 The utilisation of the Cash Transfer shall be for support of the Event held on the **24th of 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 it 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 <u>In respect of reporting in terms of the policy</u>

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;

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 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 David Cornelson**
Project 021
25 Bamford Street
Kuils River
7580
Tel: 082 884 8090
Email: david@project021.co.za

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

14. INDEMNITY AND INSURANCE

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

14.2 RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct or negligence of the CITY.

14.3 **The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.**

14.4 **The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.**

14.5 **Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.**

14.6 RECIPIENT shall:

14.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (twenty-million)**, or as approved by the CITY in writing from time to time;

14.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

14.6.3 ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.

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

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

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

15. BREACH CLAUSE

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

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

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

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

15.2.3 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.

19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of

48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.

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

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

20. CONFIDENTIALITY

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

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

20.3 RECIPIENT shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the

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

21. LIMITATION OF LIABILITY

21.1 The CITY shall not be liable to RECIPIENT for any indirect or consequential loss or damage, including without limitation, loss of profit revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

21.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.

22. NATURE OF RELATIONSHIP

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

22.2 RECIPIENT no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

23. IMPLEMENTATION AND GOOD FAITH

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

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

24. JURISIDICTION

The Parties hereby consent to the jurisdiction of the Western Cape High Cou rt, 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 23rd day of November 2020 NOV 2020

AS WITNESSES

1.____________________

2.____________________

____

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

SIGNED at Kuils River on this 18th day of November 2020.

AS WITNESSES

1.____________________

2.____________________

____

PROJECT 021
MR DAVID CORNELSON
DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO)

ANNEXURE "A"

(RIGHTS PACKAGE)

Designation:
- City Logo placement on marketing collateral.
- The City of Cape Town to sign off on all City and Cape Town event logo place ments.

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

Digital:
- Inclusion of destination information supplied by the City of Cape Town on the event website.

PR & Media:
- Speaking opportunity at media events and/or prize giving.
- Inclusion of quotes from the City of Cape Town in media and press releases.

Print:
- Complimentary advert in event magazine/brochure/newsletter, size to be confirmed.
- The inclusion of destination information supplied by the City of Cape Town in the event magazine/brochure/website.
- Inclusion of welcome message in event magazine/brochure/newsletter from the City of Cape Town.

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

Hospitality:
- An agreed allocation of VIP invitations to all related events.

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

ANNEXURE "B"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1 THAT **Project 021 (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 David Cornelson** in his capacity as **Director** of **Project 021**, 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.

Caron Adams		Date: 18/11/2020		Place: Kuilsriver
Celeste Davey		Date: **18 / 11 / 2020**		Place: **Montagu**
Claudine Williams		Date: 18 · 11 · 2020		Place: HEATHFIELD

Anthea Mesias		Date: 18 November 2020		Place: Wynberg
Shawn Naidu		Date: 18 November 2020		Place: Zwaanswyk

ANNEXURE "C"

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

DECLARATION

By

PROJECT 021

(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, **David Cornelson**, in my capacity as, **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 Kuils River on this 18th day of November 2020.

AS WITNESSES

1.________________

2.________________

____

MR DAVID CORNELSON
DIRECTOR
THE RECIPIENT

TRANSFER PAYMENT CHECKLIST **ANNEXURE "E"**

NAME OF EVENT:

____

ORGANISATION NAME:

____

VENDOR NO:

____

EMAIL ADDRESS:

____

TEL NO:

____

CASH PAYMENT:

____

PAYMENT DATE:

____

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

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CITY OF CAPE TOWN (the City) EVENTS Policy (the Policy) **PROJECT PLAN**	
Financial Year (the City's financial year): 1 July 2020..... to 30 June 2021.........	
No.:	**DETAILS AND REQUIREMENTS**
1.	**ORGANISATION: Project 021**.
2.	**AIMS AND OBJECTIVES OF ORGANISATION:** Project 021 was established in 2013 and uses the disciplines and principles of performing arts to develop young people holistically. .... We understand the importance of developing learners' creative abilities, and therefore we create opportunities to unearth, develop and show-case their talents.
3.	**PROJECT OR PROGRAMME DETAILS:**
3.1	**Project or Programme Description** – What is the proposed project's focus, purpose or level of intervention? The focus is to create a safe, nurturing platform for young dancers to showcase their skills. The 021BDC also gathers some of the best Dance Crews in Cape Town, and in this instance the healthy competition stimulates the growth and development of the dancers and the dance groups..
3.2	**Location/area -** Where will this project be carried out? I.e. What is the target area? Target: The groups participating this year will represent the following communities: Steenberg Lavender Hill Athlone Mitchell's Plain Bellville Kuils River Kraaifontein Brackenfel Eerste River Atlantis

3.3	**Number of attendees and/or participants:** How many people attend the event? 250 (As per Lockdown Alert Level 1 restrictions)…………………….. ………………………………………………………………………………………………… …………………………………………………………………………………………………
3.4	**Beneficiaries -** Which community (the target community or group) will benefit from this project? Target: ……………………………………………………………………………… Steenberg Lavender Hill Athlone Mitchell's Plain Bellville Kuils River Kraaifontein Brackenfel Eerste River Atlantis ……………………………………………………………………………………………
3.5	**Sponsorship objectives:** Which companies are sponsoring the event? Alexander Sinton High School (Partnership/ Venuel) Jazzart (Dance mats)
3.6	**Swot Analysis:** Strengths and Weaknesses: Strengths: Consistency in hosting 021BDC successfully for 7 years. The event has grown and attracted more groups to participate, which shows the trust and relationships which have been developed with various Community leaders. Weakness: We have reached the point where the event is bigger than the capacity of Project 021. We will need to find an event partner. We've had to turn away some groups this year, which is not really ideal, as this type of intervention is required in so many communities.
3.7	**Opportunities:** How will you grow your event: The event has grown tremendously each year. Since its inception the event has outgrown Joseph Stone Auditorium and Bellville Civic Theatre Future events will either require a much larger venue or multiple days Each year we add a new dynamic which is always exciting for participants to see, and be part of.
3.8	**Threats:** Any concerns about the event: It needs to grow the right way, to ensure that the participants benefit from the experience. Therefore any future partners must have the same objectives and values.
3.9	**Marketing and Media:** Brief information on the plans (challenges): The following media platforms have been engaged:

	An article has been published in the People's Post on Tuesday, 15 September An article has been published in the Week-end Argus on 25 September The event has been mentioned on 2 occasions in Heart FM's good news slot. People's Post will do a follow-up article. Cape Town TV has expressed an interest to broadcast the event.
3.10	**Economic Development and Tourism impact:** The event has created opportunities for the Dance industry to grow, as young people are forming Dance Studios in their communities. The event has the potential to attract foreign (outside WC) Dance Crews to the City.
3.11	**Legacy:** The event has been hosted successfully for 7 consecutive years (Since 2013)……………………………………………………………………………………… ………………………………………………………………………………………………

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)	Event Liability Insurance Cover	14 000.00
(ii)	Sound equipment and Engineering	3 000.00
(iii)	Security	4 000.00
(iv)	Lighting Engineering and videography	5 000.00
(v)	Transport assistance (for Atlantis group, judges and guest performers)	2 000.00
(vi)	Trophies and Medals	3 000.00
(vii)	Printing of Certificates	1 000.00
(viii)	PPE and safety equipment	3 500.00
(ix)	MC Hire	1 500.00
(x)	Refreshments (Volunteers and judges)	2 000.00

TOTAL BUDGET - EXPENDITURE 39 000.00

4.2	**Income Budget:** - What are the anticipated income sources for **the specific event** in order to fund the expenditure?

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	25 000.00
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	10 000.00
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and **including other sources of funding that your organisation may receive** from the City	
(i)	TICKETING/ENTRY FEES	4 000.00
(ii)		
(iii)		
(iv)		
(v)		
(vi)		

TOTAL BUDGET - INCOME 39 000.00

Duly authorised person of the organisation:

Full Name: David Cornelson ....
RSA ID Number 7011175088087...............
Position Founder/ Director...........................

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

Line Department: - Events

Project Manager: - Babalwa Mafilika

Date: - 23.11.2020

Signature: - ....

Policy Schedule

AC E

PI & LIABILITY UNDERWRITING MANAGERS

A C and E PI & Liability Underwriting Managers (Pty) Ltd

7th Floor Office Tower, Bedford Centre, Smith Street, Bedfordview

P O Box 752189, Gardenview, 2047, Republic of South Africa

Tel: 011 615 7529 Fax: 011 615 9360 Website: www.engineeringace.co.za

Company Registration Number: 2013/145635/07

VAT registration Number: 4090266018

Licensed FSB Financial Service Provider (FSB License No. 45553)

Insurer :	New National Assurance Co Ltd
Broker :	Afric-Cover Insurance Brokers (Pty) Ltd
Marketer :	Siphiwe Sithole
Policy No :	ACE111988SE
File No :	SE20/SS32780
Frequency :	Once Off
Payment Method :	Cash
Wording :	SE - Once-off Events

The Insured :	Project 021
Address :	25 Bamford Street KUILS RIVER 7580
Business Description :	**Event Description : Dance Competition for youth** **Event Venue : Alexander Sinton High School**
Period of Insurance :	(a) From 24 October 2020 to 24 October 2020 (both dates inclusive) (b) Any subsequent period for which the Insurer agrees to renew this policy or any section thereof.
Policy End Date :	24 October 2020
Endorsement Reason :	New policy
Policy Status :	In Force

(All Premiums are inclusive of V. A. T. @ 15% - New National Assurance Co Ltd VAT No. 4380101289). In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

Signed on behalf of New National Assurance Co Ltd at Johannesburg on 14/10/2020

SIGNATURE

2020/10/14

SE - Once-off Events

Client Name: Project 021	**Policy No:** ACE111988SE

PREMIUM SUMMARY

Section	Cover included	Amendments	Once Off
Events Liability / General Public Liability	Yes	R 0.00	R 13,320.00
	Total premium	**R 0.00**	R **13,320.00**
	Total 15% VAT Included)	**R 0.00**	R **13,320.00**

This Schedule becomes a tax invoice after inception of the cover when payment of the amount due has been made. The TOTAL PAYMENT includes V.A.T. and Commission of R 2 664.00, VAT at the rate of 15% is included in the total premium.

This document is compliant with the Commissioner's direction in terms of section 20(7) or 21(5) (as the case may be) of the Value Added Tax Act No 89 of 1991. Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.

Premium obligations and consequences of non-payment of premiums:

This Policy is subject to premium payment payable in terms of the Short-Term Insurance Act (No. 53 of 1998).
The Policyholder Protection Rules under section 55 of the Short-Term Insurance Act (No.53 of 1998) affords the insured a grace period of 15 days from the payment due date as per the Policy Schedule. The grace period does not apply to the month of inception and only comes into effect the month following the inception of a policy.

It is hereby noted that premiums are payable in advance either on the first of the month or as agreed and indicated by your payment method on the policy schedule.

The implications of a failure to pay the policy premium as per the regulations will result in a provision of this policy to be voided to the extent that the Act provides expressly or by implication that the Underwriter on behalf of the Insurer may repudiate a claim because the premium was not paid on the due date even though payment was made during the grace period referred to in Rule 15 of the Policyholder Protection Rules (Short-Term Insurance), Section 55 of Short-Term Insurance Act of 1998, whether or not the payment was made prior to the event giving rise to the claim. The Act further allows an insurer to terminate a policy with immediate effect due to non-payment of a premium. If premium payment is not received by the end of the aforementioned grace period, then your policy shall be deemed as cancelled. The cancellation will be dated the 1st day following the last month for which premiums were received.

SE - Once-off Events

Client Name:	Project 021	Policy No:	ACE111988SE

EVENTS LIABILITY

			Indemnity Limit	Once Off
DETAILS				
Retroactive Date	: Not applicable	**Deductible** R 10 000	R20 000 000	R13 320.00
CLAUSES AND EXTENSIONS	**Included**	**Deductible**		
Claims Preparation Costs	Yes	R0.00	R100 000	
Defamation	Yes	R2 500	R250 000	
Statutory Legal Defence Costs	Yes	R10 000	R1 000 000	
Wrongful Arrest	Yes	R2 500	R250 000	
			TOTAL	R13 320.00

ADDITIONAL NOTES

<u>NOTE</u>: Territorial Limits are Worldwide (Excluding USA and Canada)

<u>Territorial Limits : Republic of South Africa Only</u>

Limits of Indemnity (Excluding 15% VAT) are in the Aggregate basis during the period of insurance.

<u>CONDITIONS</u>:

1. War, terrorism, riot, strike, civil commotion, asbestos, computer losses, and gradual pollution is excluded.
2. All policies are on a losses occurring basis.
3. Policy Deductibles are VAT Neutral.
4. The quotation is inclusive of 20% Broker Commission and 15% Insurer Ancillary Fee.
5. Signed proposal form –The premiums quoted herein are based on the information provided in the signed Proposal Form.
6. Sanctions Clause. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit under the policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states.
7. The limits shown do not accumulate – They are the maximum.
8. Extensions are sub-limited and are not in addition to the main limit.
9. We will not provide an indemnity nor pay for any legal liability or costs and expenses in respect of any Claim arising out of, directly or indirectly, or in any way in connection with or relating to Coronavirus.

<u>Additional Notes</u>:

1. Children to be Under Adult Supervision at All Times.
2. Appropriate Disclaimers to be prominently Displayed on the Premises.
3. Notwithstanding the policy wording, this policy is non-cancellable due to the COVID-19 Pandemic.
4. **<u>Specific Exclusions</u>**:
   - Prize Indemnity
   - Cancellation / Abandonment / Postponement
   - Excludes any loss, damage, cost or expense directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic and or pandemic. This cover therefore does not extend to include death and or illness resulting from COVID-19 and listeriosis contamination.

SE - Once-off Events

Client Name: Project 021	**Policy No:** ACE111988SE

STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT - PLEASE READ CAREFULLY - DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract)
As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information :

1. The Intermediary (Insurance Broker)

Afric-Cover Insurance Brokers (Pty) Ltd
FSP No: 38746
19 Consalves Road,
Eastleigh,
1609
Post Net 20 Pvt Bag X43,
Sunninghill,
2157
Tel : 011 0432509
Email : Info@africover.co.za

The Intermediary (Insurance Broker), when granted an agency agreement, had Professional Indemnity cover in place.

2. Details About The Underwriting Manager

*AC and E PI & Liability Underwriting Managers (Pty) Ltd
Company Registration: 2013/145635/07
VAT Registration Number: 4090266018
FSP Registration: 45553
7th Floor, Office Towers, Bedford Centre, Smith Street,
Bedford Gardens, 2049
Telephone: (011) 615 7529 Fax: (011) 615 9360
EMail:info@engineeringace.co.za
* AC and E PI & Liability Underwriting Managers (Pty) Ltd holds Professional Indemnity cover through Leppard Underwriting

Details of how to report a claim

*Claims are to be instituted as follows:
claims@engineeringace.co.za

(i) Notify A C and E PI & Liability Underwriting Managers (Pty) Ltd as soon as possible after the event giving rise to the claim and must be submitted in writing with documentary proof of your loss. You will be required to notify the police in the event of a theft or where a criminal act is suspected.

(ii) Procedures for the submitting of a claim are set out in full detail in your policy document. If you require assistance, contact AC&E PI & LiabilityUnderwriting Managers (Pty) Ltd

(iii) If you have a dispute regarding a claim that is not resolved to your satisfaction by the broker or the insurer, you may submit the complaint to the Ombudsman for Short-Term Insurance as per the details in 8 below.

(iv) Take all reasonable steps to prevent further damage or loss.

(v) Please bear the following in mind:
* Under no circumstances must liability be admitted
* Do not destroy or discard any articles or evidence related to the claim

Type of policy involved

Please refer to your policy document which contains the name, risk description (class), policy number and type of policy involved.

General Information

* For every financial service product marketed by our company, a contract exists between the Underwriter and Insurer.
* For practical reasons, our representatives do not carry copies of the contracts on their persons.
  The necessary documentation is available for viewing at our offices.
* We have not requested, and the registrar has not granted, any specific exemptions from the FAIS Act.
* In case of any queries you may have regarding compliance to the FAIS Act, kindly contact Anne Marie Fourie on 011 615 7529
* Neither Anne Marie Fourie nor the FSP, directly or indirectly hold (s) more than 10% shareholding in any insurance companies, nor do we hold any substantial financial interest in any insurance company (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)
* The FSP received more than 30% of our total remuneration from a particular insurer during the preceding 12-month period. (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)

(i) The insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and receipt thereof by or on behalf of the Insurer, and such premium is payable as declared in the policy document

3. Details of Contact Person at the Underwriting Manager

Name: Anne-Marie Fourie
Tel: (011) 615 7529 Fax: (011) 615 9360
Email: info@engineeringace.co.za
Legal and Contractual Status: Independent Intermediary

My Qualifications:

Because of my period of experience in the financial services industry, I am not required to render any financial services under supervision and I am authorised to give financial advice under the following auspices: I am a Representative of this licensed FSP. As I have been registered as 'Fit and Proper' and competent to give financial advice, the licensed FSP accepts full responsibility for the advice which I give to my clients. Full details of any product supplier will be given to you in writing at quotation stage. I stand to receive no personal benefit from the financial services for which I am offering advice other than my remuneration which is based on a combination of Commission & Fees.

4. The Insurer

* NEW NATIONAL ASSURANCE COMPANY - FSP No: 2603
  P.O. BOX 1610, DURBAN, 4000
  5TH FLOOR, FIELD HOUSE, 25 FIELD STREET, DURBAN, 4001
  Telephone: 031-3342000 Fax: 031-3011166
* Compliance / Complaints Officer: Gony Pillay

5. Details of AC&E Compliance Officer

Address correspondence to :
Roy Banks
Compliance Trust (Pty) Ltd
Practice Number: 6749
Tel: 082 575 6427
Fax: 086 636 5359
Email: roy@compliancetrust.co.za

This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

SE - Once-off Events

Client Name: Project 021	Policy No: ACE111988SE

6. Other matters of importance

Please note that AC&E have implemented a Conflict of interest management policy as required by the FAIS Act and General Code of Conduct. A copy of our policy may be viewed on our website at: www.engineeringace.co.za

(a) You must be informed of any material changes to the information provided above.
(b) If the information was given orally, it must be confirmed in writing within 30 days.
(c) If any complaint to the intermediary or insurer is not resolved to your satisfaction you may submit the
(d) The insurer and not the intermediary must give reasons for repudiating your claim.
(e) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure of such a rest may not be the sole reason for repudiating a claim
(f) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
(g) You are entitled to a copy of the policy free of charge.
(h) Your Broker receives commissions from your Insurer at the legislated rates. These are currently, 20% on Non-Motor Policies other than Single Project PI which is 15%. Any other amounts due by you will be included in all quotations and renewal documents given to you and will be reflected on your policy schedule..

7. Warning

* Do not sign any blank or partially completed application form.
* Complete all forms in ink.
* Keep all documents handed to you.
* Make notes as to what is said to you.
* Don't be pressurized to buy the product.
* Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance
* All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility. You need to be satisfied with the accuracy of any transaction submitted by your broker on your behalf.
* Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.

8. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

P O Box 32334, BRAAMFONTEIN 2017
Tel: (011) 726 8900 Fax: (011) 726 5501
Web Site: www.osti.co.za

9. Particulars of Registrar of Short-term Insurance.

FSCA - Financial Sector Conduct Authority
Contact number:

Call Centre:	0800 20 37 22
Switchboard:	012 428 8000
Fax:	012 346 6941
Email:	Info@fsca.co,za
Website:	www.fsca.co.za

Postal Address:
P.O Box 35655
Menlo Park
0120
Address:
41 Matroosberg Road
Ashlea Gardens
Pretoria
0002

10. Particulars of the FAIS Ombud

Telephone: +27 12 762 5000 / +27 12 470 9080
Facsimile: +27 12 348 3447 / +27 12 470 9097
Postal Address: P.O. Box 74571, Lynwood Ridge, 0040
Website: www.faisombud.co.za
Sussex Office Park
Ground Floor, Block B
473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave, Lynnwood,
0081

11. Commissions and Fees

Non Motor Commission : R2 664.00
Motor Commission: R Nil
Non Motor Sasria Commission : R 0.00
Motor Sasria Commission : R Nil
UMA Policy Fee : R Nil
Remuneration : R2 664.00

PI & LIABILITY UNDERWRITING MANAGERS

New National

Liability Policy for Once-Off Events

The Insured named in the Schedule having applied to the Insurers for the Insurance and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers agree to indemnify the Insured subject to the terms Exclusions and Conditions of this Policy.

DEFINED EVENTS

OPERATIVE CLAUSE

In consideration of the payment of the premium the Insurers will indemnify the Insured against its legal liability to pay compensation (including claimants costs, fees and expenses) occurring within the territorial limits

The indemnity applies only to such liability as defined in each insured Section of this Policy in respect of sums that the Insured shall become legally liable to pay in respect of accidental Injury or loss of, or damage to Property, including claimant's costs and expenses, which arises during or in connection with the Event, and occurs during the Period of Insurance as specified in the Schedule within the Territorial Limits, subject always to the terms, exclusions, conditions and limitations applicable to such Section and to the Policy as a whole.

A Section shall be deemed to be insured **only where so stated in the Schedule** to this Policy.

For the purpose of determining the indemnity granted:

1. "Costs and Expenses" (including Defence Costs) means costs, charges, and expenses incurred by insurers or by the Insured (with Insurers prior written consent):

   a) in defence or settlement of any claim under this policy or any action or prosecution brought against the Insured in respect of any liability as insured in terms of this policy
   b) in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this 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 policy

2. "Damage" means loss of possession or control of or actual damage to physical property

3. "Dangerous Activity" shall mean, in connection with the Event, any activity, game, function, sport, amusement, display, competition or fund raising function organised by the Insured or on behalf of the Insured for which the Insured is responsible, involving:

   (i) fireworks, bonfires and/or pyrotechnical devices.
   (ii) fairground rides or mechanical or electrical rides of any kind;
   (iii) ballooning or flying of any description;
   (iv) persons riding on animals;
   (v) shooting ranges, weapons or archery;

4. "Deductible" shall mean the amount stated in the schedule, which shall be payable by the Insured for each claim in respect of all injuries and damages, claimants costs and expenses before Insurers shall be liable to make any payment under this policy.

5. "Employee" means
   a) any person/s employed under a contract of service or apprenticeship with the Insured
   b) any person/s engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only for the purpose of carrying out the day to day operations of the Business

6. "Event" shall mean the activity, function, festival or events as more fully described in the Schedule.

7. "Food and Drink" shall mean Injury or damage at the venue, directly caused by food or drink, for which the insured shall become legally liable to pay to third parties, in terms of this policy

8. "Injury" means death, bodily Injury, illness or disease of or to any person, including nervous shock, mental anguish or mental illness.

9. "Occurrence" shall mean any one occurrence or series of occurrences with one originating cause, arising during or in connection with the Event, which gives rise to a claim or series of claims under one or more of the Operative Sections of this Policy, irrespective of the number of injured persons or actual or alleged claimants, and whether or not brought individually or by way of class action by the claimant or claimants concerned.

10. "Pollution" means the emission discharge release dispersal disposal seepage or escape of solid liquid gaseous or thermal contaminants or irritants, including smell electromagnetic waves noise vibrations smoke vapour soot fumes acids alkalis chemicals and waste or any other noxious substance or effluent into or upon the soil the atmosphere or any watercourse or body of water or other tangible property

11. "Product" means any tangible property 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, during the event, including food and drink, but shall not mean food and drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit

12. "Professional Duties" means any professional activity arising out of any act error omission in the provision of any advice, design services instructions or specification and where advice of a technical nature is provided by the Insured in exchange for a fee

13. "Pure Financial Loss" shall mean any pecuniary or economic loss or expense.

14. "Standard Conditions of Contract" means the Standard Conditions of Contract used by the Insured in the ordinary course of the Business and as lodged with and accepted by the Insurers.

15. "Territorial Limits" shall mean the Republic of South Africa unless otherwise stated in the policy schedule.

GENERAL CONDITIONS AND PROVISIONS

The General Conditions and Provisions are applicable to all Sections of this policy unless otherwise stated

1. MANIFESTATION CLAUSE

In the instance of any Injury or Damage where the Insured and the Insurers cannot agree when the Injury or Damage occurred then for the purposes of determining Indemnity:

1.1. Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the injury shall be determined to have occurred when the Insured was first advised of the injury.

1.2. Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

2. INDEMNITY TO OTHERS

The Indemnity granted shall extend at the Insured's option, and agreed by Insurers, to

2.1. any party (including their sub-contractors) who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity

2.2. officials of the Insured in their business and/or private capacity arising out of the conduct of the Business

2.3. the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person.

2.4. any partner, director, members or official who has the authority to second or direct Employees of the Insured to perform work for himself in a personal or private capacity, if liability arises out of or in connection with such work.

It is warranted that all such persons or parties shall observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the Insured had the claim been brought against the Insured.

3. LIMITS OF INDEMNITY

3.1. Insurers' liability to pay Compensation (including claimants' costs, and expenses), Defense Costs and/or Interest on Damages in accordance with any legislation or award shall be deemed to be included in the Indemnity Limits stated in the Schedule. The Limits of Indemnity are in excess of the deductible.

3.2. Value Added Tax, General Sales Tax and other taxes and duties of a similar nature payable in relation to the claim and recoverable by Insurers from governmental authorities shall be deemed to be included in the Indemnity Limits stated in the Schedule unless stated otherwise.

3.3. Any interest on damages payable in accordance with legislation governing such interest, but not including interest payable from the date of judgment, award or settlement of any claim, shall be deemed to be included in the Indemnity Limits stated in the Schedule.

3.4. The Indemnity Limit "Any One Occurrence" shall mean the Indemnity Limit that applies to any one claim or series of claims arising from one originating cause.

3.5. The Indemnity Limit "Annual Aggregate" represents the total amount of Insurers' liability in respect of all claims during the Period of Insurance.

3.6. Should liability arising from one originating cause, form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own Indemnity Limit, provided always that the total amount of Insurers' liability shall be limited to the greatest Indemnity Limit available under any one of the Sections providing indemnity.

3.7. Should any Limit of Indemnity be altered during the Period of Insurance then the previous Limit of Indemnity shall apply to all claims made or deemed to have been made prior to the date of such alteration.

4. MATERIAL ALTERATION IN RISK

The proposal form and all other underwriting information shall form the basis of the insurance granted by this Policy. The Insured shall during the Period of Insurance advise Insurers as soon as possible of anything which they reasonably believe will materially change the information in the proposal form and such underwriting information that was originally presented to Insurers. The Insurers may amend the terms of this Policy according to the materiality of such information.

5. CLAIMS NOTIFICATION

5.1. On the happening of any occurrence which may result in a claim under this Policy the Insured shall, at its own expense:-

5.1.1. immediately give notice thereof to the Insurer

5.1.2. as soon as reasonably possible provide particulars of any other insurance covering such claims as are hereby insured

5.1.3. within 30 days after the occurrence submit to the Insurer full details in writing of any claim

5.1.4. give the Insurer such proofs, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the occurrence giving rise to the claim

5.1.5. furnish the Insurer with all technical reports, laboratory data, field notes or any other documents generated by persons hired by the Insured to investigate the claim and all expert reports, investigations and data collected by experts retained by the Insured, whether or not the Insured intends to use the material for any purpose

5.1.6. furnish to the Insurer all demands, summons, notices or other legal process or papers filed with a court of law, administrative agency and investigative body which may be issued or commenced against the Insured in connection with the occurrence giving rise to the claim; and all and any other information and documentation that the Insurer may require

5.1.7 The Insured shall not without the written consent of the Insurers make any admission, offer promise or payment in connection with any claim against the Insured or circumstance which may give rise to a claim under this Policy.

5.2. No claim shall be payable after the expiry of 36 months or such further time as the insurer may allow from the happening of any occurrence unless the claim is the subject of pending legal action

5.3. If the Insurer rejects a claim made under this Policy and the Insured does not take legal action against the Insurer within 6 months of the rejection of the Insured's claim, all benefit afforded under this Policy in respect of such claim shall be forfeited.

6. INSURER'S RIGHTS AFTER AN OCCURRENCE

6.1. On the happening of any occurrence in respect of which a claim is or may be made under this Policy the Insurer and every person authorised by the Insurer may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy, take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

6.2. The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

6.3. The Insurer may in the case of any occurrence pay to the Insured the Limit of Indemnity provided in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Insurer shall thereafter not be under further liability in respect of such occurrence.

7. LEGAL COMPLIANCE

The Insured shall at all times comply with all statutory and/or provincial and/or municipal regulations governing the conduct of the Business and/or legislation relating to the organizing of an event.

8. POLICY INTERPRETATION

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

Any dispute concerning the formation, validity or interpretation of this Policy and/or Schedule will be determined in accordance with the law of the Republic of South Africa.

The Insured and the Insurers submit to the exclusive jurisdiction of any court of competent jurisdiction within the Republic of South Africa and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

9. NOTIFICATION AND SERVICE OF SUMMONS CLAUSE

Wherever this Policy provides that notice be given to the Insurers, such notice shall be given to the Underwriting Managers as stated in the Schedule.

10. PREVENTION OF LOSS

The Insured shall take all reasonable steps and precautions to prevent accidents or losses and to comply with all applicable statutory requirements and maintain their property, plant, machinery, vehicles in good order and repair, ensure that their products are free from defect and fit for the intended purposes before relinquishing possession to others. To remedy any defect and danger which becomes apparent or to take the required additional precautions as required.

11. OTHER INSURANCE

Any claim made against the Insured which is the subject of insurance by any other policy shall not form the subject of indemnity of this Policy and this Policy shall not be drawn into contribution with such other insurance.

If indemnity is sought under this Policy by any fraudulent means:

a) all benefit in respect of such claim shall be forfeited;

b) Insurers may cancel the Policy with immediate effect by Notice in Writing to the last known address of the Insured

GENERAL EXCLUSIONS

The General Exclusions are applicable to all Sections of this policy unless otherwise stated.

This Policy does not cover liability:

1. **PROFESSIONAL DUTIES**
   arising out of any negligent act, error, or omission committed in the execution and conduct of the Professional duties of the Insured.

2. **KNOWN OCCURRENCES**
   arising out of any occurrence, the circumstances of which were known to the Insured before inception of this Policy.

3. **DELIBERATE ACTS**
   arising out of the deliberate, conscious, intentional or reckless disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

4. **FRAUD**
   arising out of any dishonest, illegal or criminal act committed by the Insured, it's employees or any other person or representative acting on behalf of the Insured, including any collusion thereto.

5. **INSOLVENCY**
   arising out of the insolvency of the Insured

6. **LIQUIDATED DAMAGES**
   arising out of liquidated damages clauses, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties.

7. **FINES, PENALTIES**
   for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever

8. **TERRORISM**
   for any claim arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any loss, damage or injury caused by fire, looting or theft

   "Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

   Terrorism shall also include any act which is verified or recognized by the Republic of South Africa's Government as an act of terrorism.

9. **WAR, RIOT, INSURRECTION AND UPRISING**
   for any loss, damage, accident, Injury and/or liability directly or indirectly caused by, related to or inconsequence of:

   9.1 civil commotion, labour disturbances, riot, strike, lock out or public disorder or any act or activity which is calculated or directed to bring about any of the aforegoing;

   9.2 war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not) or civil war;

   9.3 a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
   b) insurrection, rebellion or resolution;

9.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to over throw or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

9.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority for the purpose of inspiring fear in the public or any section thereof;

9.6 any attempt to perform any act referred to in clause 9.4 or 9.5 above;

9.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 9.1, 9.2, 9.3, 9.4, 9.5,or 9.6 above

If the Insurers allege that by reason of the provisions of the exception, loss or damage is not covered by this Policy then the burden of proving the contract shall rest on the Insured

10. NUCLEAR ENERGY RISKS

a) for any loss or destruction of or damage to any property resulting loss or expense or any consequential loss; or

b) any legal liability of whatsoever nature, directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons, material or by ionizing radiations or combustion of nuclear fuel

c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

For the purposes of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fusion.

11. COMPUTER LOSSES

Notwithstanding any provision of this Agreement including any Special Exclusion or Extension or other provision not included herein which would otherwise override a General Exclusion, this Policy does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:-

a) for any loss or destruction of or damage to any property whatsoever (including a computer) or any loss or extent whatsoever resulting or arising therefrom;

b) for any legal liability of whatsoever nature;

c) for any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer to operate correctly or at all

d) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or;

e) to capture save retain or to process any information, data or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save retain or correctly to process such data in regard to or in connection with any such date, or;

f) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

12. **INFECTIOUS DISEASES**

arising out of any condition directly or indirectly caused by or associated with any infectious diseases epidemic and/or pandemic including but not limited to Human Immune Virus (HIV) or the mutants, derivatives, or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named

13. **DEDUCTIBLE**

for the applicable self-insured retention as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

14. **ASBESTOS**

This insurance shall not apply to and does not cover any actual or alleged claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to, by the hazardous nature of asbestos in whatever form or quantity.

15. **CONTRACTUAL LIABILITIES**

attaching to the Insured in terms of the provisions of any contract or agreement which liability would not have attached to the Insured in the absence of such provisions. This Exclusion shall not apply to the Standard Conditions of Contract or such other contracts or agreements lodged with and agreed to in writing by the Insurers.

16. **COMPULSORY INSURANCE**

arising out of any circumstances compulsorily insurable by legislation.

17. **AIRCRAFT, WATERCRAFT, AIRCRAFT PRODUCTS, AIRPORTS**

a) Arising out of the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft, or hovercraft.

b) arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operation or navigational aid facilities.

c) arising out of any product which is intended for incorporation into the structure, machinery or controls of any aircraft.

18. **REMOVAL OF SUPPORT**

for loss of or damage to property caused by dewatering operations or by the removal or weakening of or interference with support to such property

19. **POLLUTION**

a) arising out of seepage, pollution or contamination provided always that this exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening.

b) for the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening

20. **SYSTEM FAILURE**

Associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of occurrences from which the liability arises, whether or not it is the proximate cause of the liability.

21. **CANCELLATION / ABANDONMENT OR POSTPONEMENT**

arising from any performance, surety, credit, financial guarantee or any other circumstance (whether financial or otherwise) which leads to the cancellation, abandonment or postponement of the Event.

22. **PURE FINANCIAL LOSS**

arising from Pure Financial Loss of whatsoever nature, unless such Pure Financial Loss is a direct result of Personal Injury or loss of, or damage to Property, for which indemnity is provided by this Policy.

23. **POLICY CANCELLATION**

The insured may not cancel the policy after written acceptance has been received except following the cancellation of the insured event.

24. **KIDNAP, RANSOM AND/OR EXTORTION**
arising from Kidnap, Ransom and/or Extortion

25. **PETROLEUM**
arising from the storage and/or processing of petroleum products

SECTION A - GENERAL PUBLIC LIABILITY

1. INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of liability for which the Insured shall become legally liable arising out of death, bodily Injury and/or damage.

2. STATUTORY LEGAL DEFENCE COSTS (only applicable if stated in the schedule)

The Insurers will indemnify the Insured in respect of legal costs, fees and expenses incurred with the prior consent of the Insurers in the defence of any criminal action brought against the Insured as a result of the alleged contravention during the Period of Insurance of any Statute governing the conduct of the Business, other than Statutes governing the ownership or use of motor vehicles or labour or the Companies Act No. 61 of 1973 or the National Environmental Management Act as read in conjunction with the Criminal Procedure Act No. 56 of 1955 and provided always that:

a) no indemnity shall be granted for fines or penalties

b) in the case of an Appeal, the Insurers shall not indemnify the Insured unless a Senior Counsel (to be agreed to by the Insurers) shall advise that such Appeal should be likely to succeed.

3. DEFAMATION (only applicable if stated in the schedule)

Notwithstanding anything to the contrary contained in Clause 3.1, the indemnity granted by this Section extends to include claims arising out of defamatory statements, whether written or verbal, made by the Insured, provided always that no indemnity shall be granted in respect of claims arising out of any publication in any journal, magazine or newspaper or on radio or television or in any electronic media.

4. DAMAGE TO LEASED OR RENTED PREMISES (only applicable if stated in the schedule)

The indemnity provided under this Section shall extend to include liability for loss of, or damage to, premises (including fixtures or fittings) leased or hired by or rented to the Insured under a written contract or agreement, but this extension shall not apply to liability:

(a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
(b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
(c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy

5. EMERGENCY MEDICAL EXPENSES (only applicable if stated in the schedule)

Insurers will indemnify the Insured in accordance with the Indemnity Agreement for all reasonable expenses incurred by the Insured for such immediate emergency medical treatment as may be necessary at the time of an accident causing Bodily Injury to third parties who may be the subject of a claim for indemnity by the Insured in terms of this section.

6. CLAIMS PREPARATION COSTS (only applicable if stated in the schedule)

The policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company to substantiate the amount of any Claim, provided that the liability of the Insurer for such costs does not exceed 10% of the Public Liability Limit of Indemnity or R10,000, whichever is the lesser amount.

7. MEMBER TO MEMBER LIABILITY (only applicable if stated in the schedule)

If the Insured is a voluntary association consisting of members, the Company will provide an indemnity to each member of the Insured in respect of a legal liability that such member/s may have to third parties for Bodily Injury or loss of, or damage to, Property, in connection with the Event, in the same manner and to the same extent as if a separate Policy had been issued to each member; provided that any member claiming an indemnity under this Policy is a fully paid up, legitimate and valid member of the Insured whose membership has not been suspended, revoked or withdrawn for any reason

8. COLLAPSE OF TEMPORARY CONSTRUCTION AND SCAFFOLDING (only applicable if stated in the schedule)

Notwithstanding General Policy Exceptions applicable to all the sections of the policy, 15 the Company will indemnify the Insured consequent upon Bodily Injury or loss of, or damage to, Property at or during the Event, for which the Insured shall become legally liable to pay to third parties, directly caused by;

a) the collapse of temporary construction, tent, marquee, portable structure of any kind
b) the collapse of any of any temporary spectator stands or seating supported by scaffolding.

It is a condition precedent to liability that, at the time of an incident giving rise to a claim in terms of this extension, that the Insured shall comply fully with all applicable legislation and regulations pertaining to the Event.

9. SPREAD OF FIRE (only applicable if stated in the schedule)

Insurers will indemnity the Insured consequent upon Injury or damage at the venue, directly caused by spread of fire, for which the Insured shall become legally liable to pay third parties, up to the Limit of Indemnity stated in the schedule

10. WRONGFUL ARREST (only applicable if stated in the schedule)

Insurers will indemnify the Insured consequent upon Injury or damage at the venue, for which the Insured shall become legally liable to pay to third parties directly caused by wrongful arrest including arrest and battery committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of police or law enforcement officer.

11. FOOD AND DRINK (only applicable if stated in the schedule)

Insurers will indemnify the Insured consequent upon Injury or damage at the venue, directly caused by food and drink, for which the insured shall become legally liable to pay third parties, up to the Limit of Indemnity stated in the schedule

SPECIFIC EXCLUSIONS

This Section does not cover liability:

1. arising out of injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the insured where such injury arises out of the execution of such contract

2. arising out of or in connection with the nature or condition of any Product

3. for and/or arising out of Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

   a) premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to the that part of the property on which the Insured is working and which arises out of such work)

   b) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

   c) property belonging to Transnet Limited, or their subsidiary companies, or any government or quasi- government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured.

   d) personal effects belonging to visitors, directors, partners and Employees of the Insured

4. arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:

a) caused by the use of any tool of trade or plant forming part of or attached to or used in connection with any motor vehicle or trailer.

b) arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer.

c) for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load carried thereon.

d) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

e) arising out of the possession or use by the Insured of any vehicle or trailer belonging to Transnet Limited, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured.

f) Any vehicle, trailer, locomotive or rolling stock belonging to any rail service provider whilst used on behalf of the Insured at any railway siding

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

5. arising out of the ownership possession or use of explosives.

6. for loss of or damage to any electronic data irrespective of the cause including detrimental change thereto and any consequential loss arising therefrom

7. arising out of the ownership, hire, leasing or operation of any airport, airstrip, or helicopter pad by or on behalf of the Insured.

8. for injury or damage arising out of the ownership, possession or use of any watercraft (other than watercraft not exceeding 15 metres in length and then only whilst such craft is on land or is being used on inland waterways or estuaries)

9. for injury or damage arising out of the ownership, possession or use of any aircraft

10. liability caused by or arising from claims for the cost of repair, inspection, alteration, correction or replacement or making good of any defective workmanship or materials or any defect in any Product of the Insured

11. consequent upon injury or damage caused by or through or in connection with any design formula specification or advice given or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.

12. for injury to any Employee arising out of and in the course of employment by the Insured

13. arising from any Product other than food or drink provided for consumption at the event.

14. arising from the acts of Employees, or persons acting on the Insured's behalf, whilst restraining, prohibiting entry to, or removing, any persons at the premises at which the Event takes place which results in Bodily Injury, or loss of, or damage to, Property, where the force used is considered excessive or gratuitously violent in nature by the Company.

15. arising from the effects of any alcoholic or any illegal substance including prescribed drugs or medication.

16. unless otherwise agreed by the Company and acknowledged by specific endorsement to this Policy arising from a Dangerous Activity;

17. actual or attempted physical contact with or challenge to any participant, intended or unintended, in the course of any sports or competitive activity organised by the Insured or on behalf of the Insured or for which the Insured is responsible;

18. arising from Property belonging to the Insured, Employee's, sub-contractors or visitor's personal effects.

19. arising from Property in the custody or control of the Insured more specifically defined as:

   (a) Property belonging to any partner, director or Employee of the Insured or sub-contractor;
   (b) To vehicles and their contents and accessories whilst using parking facilities provided by the Insured and/or available at the Event.

20. for loss or damage to the venue at which the Event takes place;

21. liability assumed by agreement (other than under the insured's own standard terms and conditions of contract) as long as accepted by the insurer in writing, unless liability would have attached to the insured notwithstanding such agreement. More specifically described as

   (a) If the insured becomes legally liable for acts and omissions of the employees of a security firm in the course of their employment engaged to protect the venue in the course of the business of the insured.

SECTION B - PRODUCTS LIABILITY

1. INDEMNITY

The Insurers will indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay compensation (which term shall include claimants expenses) arising out of Injury or Damage happening within the Territorial Limits as stated in the Schedule, arising out of the nature or condition of or in connection with any Product.

2. SPECIFIC EXCLUSIONS

This Section does not cover liability:

2.1. the cost of repair, reconditioning or replacement of any Product or part thereof

For the purposes of this Exclusion 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.

2.2. costs incurred by the Insured in the recall of any defective Product or part thereof;

2.3. claims arising from failure of any Product or any part thereof to fulfil its intended function or to perform as specified warranted or guaranteed, but this Exclusion shall not apply to consequential Injury or Damage.

2.4. arising from advice, design, specification, formula or information of a technical nature unless given in connection with the Insured's Products.

2.5. any defect in any Product of which the Insured was aware prior to inception of this Policy.

2.6. arising out of any Product (including any marketing advisory service in connection with the Product) within or en route to the United States of America or Canada where such Product was to the knowledge of the insured intended for sale or resale in the United States of America or Canada or such sale or resale could reasonably have been contemplated by the Insured. In any action, suit or other proceedings where the Insurers allege that by the reason of the provisions of this Specific Exclusion any liability is not covered by this Section, the burden of proving that such liability is covered shall be upon the Insured

2.7. Arising out of any professional advice provided by or on behalf of the Insured.

2.8. Arising out of any Product intended for incorporation into any aircraft.

SECTION C – EMPLOYERS LIABILITY

1. INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of liability for and/or arising out of Injury to any Employee arising from and in the course of employment.

2. SPECIFIC EXCLUSIONS

This Section does not cover liability:

2.1. for Injury caused or contributed to by prolonged exposure to substances factors or circumstances peculiar to any particular employment or occupation

2.2. arising out of liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.

2.3 arising out of any circumstances compulsorily insurable by legislation notwithstanding that no insurance in terms of such legislation is in force or has been effected.

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: 18 NOVEMBER 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: HIP HOP 021 BDC DANCE COMPETITION

OUR REF:

Dear Sirs

1. The finalised agreement in respect to the reference above was furnished to yourself.

2. Legal Services was requested to vet and finalise the above agreement. Client Department was provided with an opportunity to peruse the MOA and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.

3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security.**

4. Please ensure that every page of the Agreement and Annexures are initialled (including the witnesses).

5. Kindly fill in the place and date whereby which this Agreement was signed.

6. **Ensure that all correct Annexures (including the Rights Package) are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**

7. Please provide me with a signed copy of this MOA, at your earliest convenience.

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor

23 NOV 2020

SIGNATURE:

EXECUTIVE MAYOR DECISIONS: 11 MARCH 2020

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

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

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

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

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

ACTION: R BOSMAN; L DESOUZA-ZILWA

ARTS AND CULTURE

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

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

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

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

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

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

21482

Internal Contract Administration Form

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

Agreement with:	Reason / Name of Event:
PROJECT 021	**Hip Hop 021 BDC Dance Competition**

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:	✔
	Before ED signs, ensure steps 1, 2 and 3 are completed	
1.	Signed and dated by EO / other party	✓
2.	Two witnesses	✓
3.	Each page initialled by all of the above	✓
4.	Rights Package	✓
5.	Business Plan	✓
6.	Approval	✓
7.	Public Liability	✓
8.	Constitution (if applicable)	
9.	Signature Authorisation Letter (if applicable)	
10.	Final check by Rowelna Williams pp. [signature]. 20/11/2020	
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
23 NOV 2020
SIGNATURE: [signature]

Name of Manager/ Prof Officer	Signature	Date
Babalwa Mafilika		