



**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

BAZ ART PBO

(REGISTRATION NUMBER: 2016/489526/08)

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

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TABLE OF CONTENTS

PAGE

1	Parties	4
2	Definitions	4
3	Preamble	8
4	Purpose and Guiding Principles of the Agreement	8
5	Cash Transfer	10
6	Duration of the Agreement	11
7	Variations to the Agreement	11
8	Obligations of the RECIPIENT	11
8.1	In respect of financial reporting	11
8.2	In respect of reporting in terms of the Policy	12
8.3	Compliance	13
8.4	Rights Package and Event	13
9	Obligations of the CITY	15
9.1	The Cash Transfer	15
9.2	Monitoring and Evaluation	16
10	Monitoring and Evaluation	16
11	Force Majeure	17
12	Dispute Resolution	18
13	<i>Domicilium citandi Et Executandi</i>	19
14	Indemnity and Insurance	20
15	Breach Clause	21
16	No Fault Termination	23
17	General	23
18	Cession and Assignment	24
19	Intellectual Property	24
20	Confidentiality	25
21	Limitation of Liability	25
22	Nature of Relationship	26
23	Implementation and Good Faith	26
24	Jurisdiction	26
25	Costs	26
26	Signature	27

   Alex B

ANNEXURES

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

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1. PARTIES

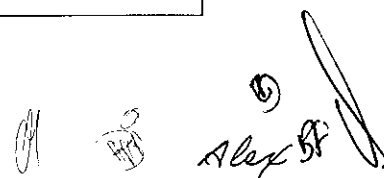
The Parties to this Agreement are:-

- 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 Vincent Botto** in his capacity as the **Acting Executive Director: Safety and Security**; and
- 1.2 **Baz Art PBO** is a company registered in terms of the laws of South Africa, registration number: **2016/489526/08**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Alexandre Tilmans** with Identity no: **821022 6198 189** in his capacity as **Executive 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: Baz Art NPC Name of Bank: First National Bank Type of Account: Current Account Number: 62681669861 Branch Number: 250655 Branch: Century City
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 International Public Art Festival to be held in Salt River with a hub at Blackpool Sports Club on 08 – 14 February 2021 ;
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 <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;
2.1.19	" this Agreement " means this Agreement, together with the Annexures hereto;
2.1.20	" the CITY " means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.21	" the City's Logos " means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City;
2.1.22	" the Policy " means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

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

2.3 Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of

any government, local government, statutory or regulatory body or court having the force of law; and

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

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

3. PREAMBLE

- 3.1 The International Public Art Festival is an annual mural festival held in the streets of Salt River during the month of February. The project gathers 20 local and international street artists to create 20 murals under a specific theme in Salt River. The theme is strategically chosen to provoke thought and hit deep consciousness concerning multi-faceted societal concerns. The aim of the festival is to use the power of public art to change lives. They do so by providing artists with a legal platform to showcase their works while beautifying the district. 37 accredited tour guides will make an income thanks to street art tours will be made available to those wanting to understand the messages behind each mural. The storage hub is Blackpool sports club, the tour guide hub is Salt River Acrade, 374 Albert road and the Official opening is at ZipZap circus academy, 8 Shannon Road.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.
- 4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.
- 4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.
- 4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.

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

- 4.5 The Policy was approved by Council on 29 May 2013.
- 4.6 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focusses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.7 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in

managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.

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

5. CASH TRANSFER

For the event to be hosted on **8 - 14 February 2021**.

- 5.1 The CITY shall transfer payment of **R600 000 (Six Hundred Thousand Rand Only) (15 % VAT where applicable)** during the 2020/21 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 **8 – 14 of February 2021** as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. This is subject to the City obtaining all the required documentation as stipulated in **Annexure "E"**.
- 5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.
- 5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

7. VARIATIONS TO THE AGREEMENT

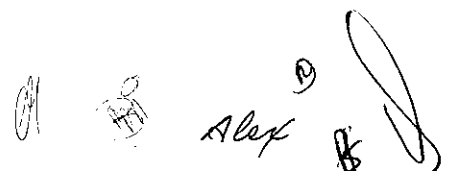
- 7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 In respect of financial reporting

- 8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve its targets and outputs as recorded in **Annexure "C"** and this Agreement.
- 8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.
- 8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.
- 8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.
- 8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.
- 8.1.6 The Funds will be utilised in accordance with the purpose of the Event.

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

8.2 In respect of reporting in terms of the policy

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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.

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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.

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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

Alex

- 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 Vincent Botto

City of Cape Town

Acting 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: VincentJames.Botto@capetown.gov.za

13.2 **RECIPIENT: -**

Attention: Mr Alexandre Tilmans

Baz Art PBO

78 Fairview Crescent

Milnerton

7441

Tel: 071 370 1246

Email: hello@baz-art.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.

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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;

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- 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

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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:-

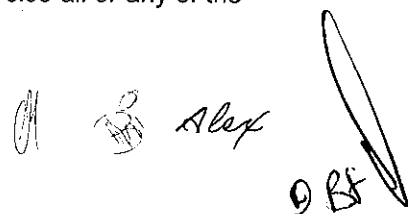
15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

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:

Handwritten signatures and initials, including 'Alex' and 'D BF'.

- 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.

  Alex 

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. JURISIDITION

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

25. COSTS

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

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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 12 day of March 2021.

AS WITNESSES

1. R.

2. [Signature]



THE CITY:
MR VINCENT BOTTO
ACTING EXECUTIVE
DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS
AUTHORITY HERETO)


CH
BS
Alex
BS

SIGNED at Cape Town on this 28 day of FEBRUARY 2021.

AS WITNESSES

1. 
2. 


BAZ ART PBO
MR ALEXANDRE TILMONS
EXECUTIVE DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO)

ANNEXURE "A"

(RIGHTS PACKAGE)

- City participation and marketing exposure at the Beyond Walls international art exhibition at Sea Point Promenade: IPAF festival opening project with artist Saype.
- Baz –Art City of Cape Town Mural Street Art Tour promoting tourism and its revival and development in the Central Business District. The street art tour will extend from Salt River to include the CBD in the mural gallery.
- City logo on all marketing material (flyer, poster, brochure, online, website)
- City mention in all press releases related to the event
- City branding at the venue
- Full Media and sponsorship rights.
- City representative to have a role and speech opportunity at the opening day (14th Feb at 10 am
- 20 tickets access to opening day and official street art tour
- Access to event and site at all times for event department and city representatives
- City Stakeholders participation (eg. Arts & Culture/tourism).
- City can have access to the event footage and images for promotional use
- Participation of art school groups nominated by the City in skills transferring or in any other capacity best suited for Baz-Art.

ANNEXURE "B"

MEMBERS RESOLUTION (TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

- 1 THAT **Baz Art PBO (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;

Tilmans

1. THAT Mr Alexandre ~~Tilmans~~ in his capacity as **Executive Director** of **Baz Art PBO**, 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.

 Alexandre Tilmans Tilmans	Date: 28 FEBRUARY 2021	Place: Cape Town
 Melissa Cucci	Date: 28 FEBRUARY 2021	Place: Cape Town

ANNEXURE “C”

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

DECLARATION

By

BAZ ART PBO

(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, **Alexandre Tilmons**, in my capacity as, **Executive 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 Cape Town on this 28 day

of FEBRUARY 2021.

AS WITNESSES

1. 

2. 


MR ALEXANDRE TILMONS
EXECUTIVE 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 (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: BAZ ART NPC
2.	AIMS AND OBJECTIVES OF ORGANISATION: -To remain the leading reference of public art in Africa -To create art in public spaces that inspire, educate and beautify. -To create employment and tourism opportunities for street art and street artists. -To serve as an artist organisation for the overall support of artists -To encourage unlikely relationships between artists, local communities, businesses and organisation, embassies. -To bring awareness to the power of public art.
3.	PROJECT OR PROGRAMME DETAILS: International Public Art Festival (IPAF) 2021
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? The International Public Art Festival gathers local and international street artists to create public art murals in the streets of Salt River that inspires, educates and uplifts. The murals each must comply to a theme which is chosen strategically to evoke thought and spur conversation. The theme for this year is "100% SUSTAINABILITY" The focus of the project is to harness the benefit of art in public spaces and to create a flagship event for street art in South Africa as well as to attract commission opportunities for street artists.
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: The festival takes place in the streets of Salt River. Salt River Arcade, 374 Victoria Road will be the official hub for the festival. The murals are created on the walls of homeowners and businesses throughout Salt River.

3.3	Number of attendees and/or participants: How many people attend the event? 25 local and international artists from across the globe, 25 home owners, 300 tour patrons, approximately 3000 passers-by over the duration of the 9 days.
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: The city of Cape Town, re-enforcing being the art capital of Africa The residents of Salt River will benefit from the increased foot traffic and jobs provided. The local community of street artists will reap the benefits that proceed the exposure of the festival
3.5	Sponsorship objectives: Which companies are sponsoring the event? Institut Francais [IFAS], Delux paint, XO Events, Basa [Business & Art South Africa], City Of Cape Town , Little Big Production, Ukrainian Foreign Affairs, I Support Street, Flanders State of the Art, MeKasi Coffee Shop, Consulate of Brazil, Sterling Access, Eazi Access, Akzonobel, LOOP, Pro-Helvetia, UNICEF, Embassy of Israel, Instituto Di Cultura Italiano, Embassy of Switzerland, Viva con Aqua, Sterling, VANSa, Artbank SA, Villa de Nantes.
3.6	Swot Analysis: Strengths and Weaknesses: Strengths: 1. Our extended network of public art supporters around the world. 2. Our relationships with different embassies. 3. Our extended database with artists that we have worked with. 4. Working with the community. 5. Credibility built up over the last 3 years of the festival. Weaknesses: -It is not a single venue event. It is quite difficult to actually engage with all beneficiaries as the event is open for public, on the streets with no costs. -The momentum of the festival is stretched out over 9 days. -Improve on communications
3.7	Opportunities: How will you grow your event: -Position Cape Town International Public Art Festival as a flagship event for Africa. -Collaborate with major public art festival around the world as well as create a bridge between this event and the parallel events celebrating art in Africa during the month of February. (Design Indaba and Cape Town art fair) -Add facets that allow the artists to possibly sell their works at some stage
3.8	Threats: Any concerns about the event: Other major cities launching their own IPAF.

	The wind in Salt River serves as a threat to delivering the murals on time as artists cannot work on lifting material such as cherry-pickers when it is too windy.
3.9	Marketing and Media: Brief information on the plans (): We have an internal PR and marketing team who manages from production of content to publication as well as our relationships with influencers and press. We have also devised an intensive PR strategy with the aim to cultivate new audience for public art in South Africa. We intend to distribute IPAF press releases to the right journalists and target media for optimal coverage and impact. We will track, monitor and measure our media coverage as to create a concise report at the end.
3.10	Economic Development and Tourism impact: Public Art has a growing following across the world which attracts tourists to Salt River to experience the mural art. We have partnered with tour operators to extend the public art experience as part of their services. There has been a profound demand for the street art tours throughout the year, attracting tourists and creating jobs!
3.11	Legacy: The murals left behinds serves as marketing material for each of the participating artists which results in new commission opportunities. The murals reflect a visual chronicle of our heritage and culture sharing story with the world. The festival positions Cape Town as one of the leading public art countries in the world.

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)	Artists (Flights, Travel, Local transport, Food and Accommodation)	R900 000
(ii)	Paint, Spray cans, Small Material and Lifting Equipment	R900 000
(iii)		
(iv)	Event, entertainment and Official Day	R400 000
(v)	Recruiting Artists	R120 000
(vi)	Marketing and PR	R200 000
(vii)	Project Management	R130 000
(viii)		
(ix)		
(x)		
TOTAL BUDGET - EXPENDITURE		R2 650 000

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

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	R600 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	R765 000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	
(i)	TICKETING/ENTRY FEES	R200 000
(ii)	DONATIONS & SPONSORSHIP	R1 400 000
(iii)		
(iv)		
(v)		
(vi)		
TOTAL BUDGET - INCOME		R2 965 000

Duly authorised person of the organisation:

Full Name: Alexandre Tilmans
 RSA ID Number 8210226198189
 Position Executive director

Signature



For Official Use Only

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

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

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

For Official Use Only

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

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

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

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

Line Department: - Events

Project Manager: - Babailwa Mafika

Date: - 16/03/21

Signature: - 



In association with **Hollard.**

POLICY SCHEDULE

Events Liability Protection

Hollard.

Underwritten by The Hollard Insurance Co. Ltd.
an authorised Financial Services Provider

www.itoo.co.za

ITOO is an Authorised Financial Services Provider. FSP number 47230

Events Liability Protection Schedule

This schedule must be read in conjunction with the Policy Wording.

Policy Number	SPL/SLFG/000015946	
Type of Document	Renewal Policy	
Insured	Baz'Art	
Insured Vat Number	4570285330	
Company Registration Number	2016/489526/08	
Insured Business Description	Artist Platform, Art Events, Paintings, Workshops	
Insured Postal Address	78 Fairview Crescent, Milnerton Ridge, Cape Town, Cape Town/Western Cape, 7441	
Intermediary	Risk Benefit Solutions Broker Code: RISKBENEFIT01B FSP Number: 4903 VAT Number: 4430190183	PO Box 449, South Africa, 8000
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown, Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za
Period of Insurance	From: 04 October 2020 To : 03 October 2021 (both dates inclusive)	
Anniversary/Renewal Date	04 October 2021	
Retroactive Date(s)	N/A	
Type of Contract	Annual	
Effective Date	04 October 2020	
Payment Frequency	Once Off	
Annual Premium	R 23 100.00 (15% VAT included)	
Once Off Premium	R 23 100.00 (15% VAT included)	

In terms of 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. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Banking Details

THIC-ITOO Special Risks - Premium Account

Nedbank

Reference Number: SPL/SLFG/000015946

Type: Current

Account No: 1133 731619

Branch Code: 198765

Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R4,620.00

Events Liability Protection

Risk Details	
Limit of Indemnity	R 20 000 000
Basis of Limit	Aggregate
Basis of Deductible	Each and Every Claim
Event Name	Various events as declared to the Company

Policy Details					
Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible	Total Premium
Public Liability	R 20 000 000	Aggregate	R 10 000	Each and Every Claim	R 23 100

Extensions				
Description	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Claims Preparation Costs	R 250 000	Aggregate	R 5 000	Each and Every Claim
Collapse of Temporary Construction and Scaffolding	R 1 000 000	Aggregate	R 10 000	Each and Every Claim
Damage to Leased or Rented Premises	R 1 000 000	Aggregate	R 10 000	Each and Every Claim
Emergency Medical Expenses	R 250 000	Aggregate	R 5 000	Each and Every Claim
Statutory Legal Defence Costs	R 250 000	Aggregate	R 5 000	Each and Every Claim
Wrongful Arrest and Defamation	R 250 000	Aggregate	R 10 000	Each and Every Claim

Policy Wording	Events Liability Wording
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Standard Policy Conditions	1. Premiums and Limits are VAT Inclusive 2. Currency of premiums and limits are in ZAR 3. Deductibles have no VAT consequence 4. Intermediary Commission: 20.00% included in quoted premium
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Endorsements / Extensions / Exclusions

Absolute Exclusion - Infectious disease / Epidemic / Pandemic:

Notwithstanding anything to the contrary within this Policy, the insurer shall not be liable to make any payment under this Policy whatsoever in connection with, arising out of, based upon or attributable to:

- i. any infectious or communicable virus, bacteria, disease;
- ii. any declared or classified epidemic or pandemic, whether such declaration or classification takes place before or after the commencement of the Policy; and/or
- iii. any mutation or variation of any such infectious or communicable virus, bacteria or disease, epidemic or pandemic.

Business Identity Theft Endorsement:

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs ITOO will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing ITOO Business Identity Theft support risk staff contactable on 080 SUPPORT (7877678) from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Company's identifying data has been utilized to impersonate the business in order to further an identity thief's intents.

Process

If an identity theft incident takes place, you must call the ITOO SUPPORT LINE ON 080 SUPPORT in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

- a) Expenses not approved by ITOO.
- b) ITOO will not make payments directly to customers or service providers.
- c) Expenses related to High Court and/or High Court of Appeal action.
- d) Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- e) Losses that a customer suffers as a result of ATM or credit card fraud.
- f) Consequential Losses suffered as a result of the Identity Theft.
- g) Individuals; including Directors, Officers and Staff.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

For further information please visit the Identity Theft web site: www.identityguard.co.za

Legal Assist Endorsement:

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a ITOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insured's business activities. Such services are obtainable by contacting the ITOO Legal Assist line on 0861 102 033; 24 hours a day, 7 days a week.

What You Get

Each policy holder has access to the following as per policy period:

- a) An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

- a) A face to face Consultation with a qualified attorney;
- b) Up to three letters, matter and complexity dependent; and
- c) A follow up consultation.

Exclusions

- a) Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- b) Any advice on how to bring a claim under this policy;
- c) Any matters pertaining to any claims repudiated by the ITOO Special Risks (Pty) Ltd;
- d) Matters where the policy holders business does not have an economical or legitimate interest;
- e) Any matters related to Family law;
- f) Any Criminal Matters;
- g) Credit Control or Debt Collection;
- h) Issuing and service of a summons and/ or response;
- i) Any disputes between the policy holder and ITOO; and
- j) Any matter in which ITOO believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

Sanctions Exclusion:

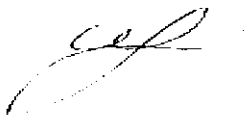
Neither Hollard Insurance Company Limited (the insurer), nor any of its reinsurers shall be deemed to provide cover and no (Re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Hollard Insurance Company Limited and/or its Reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The Privacy of Your Personal Information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing of your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

*We trust you find the above in order. Should you have any additional requests and/or questions, please contact ITOO *



Signed by Warwlick Goldie on behalf of the Insurer on: 04 November 2020

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document)

PARTICULARS OF UNDERWRITING MANAGER

Business Name	ITOO Special Risks (Pty) Ltd
FSP Number	47230
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	+27 (11) 351 5000
Fax Number	+27 (11) 351 8015
Email Address	info@itoo.co.za
Website	www.itoo.co.za
Compliance Officer	
Name of Company	Associated Compliance
Telephone Number	011 678 2533
Email Address	craig@associatedcompliance.co.za

ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER

License Number	47230
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ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS

ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity and Liability Insurance underwritten by Leppard and Associates (Pty) Ltd on behalf of Lombard Insurance Company. No IGF is in place as ITOO does not collect any premiums.

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the insurance broker's claims department for assistance.

YOUR INSURER

Name	The Hollard Insurance Company Limited
FSP Number	17698
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	011 351 5000
Fax Number	011 351 0691
Website	www.hollard.co.za

Compliance Department	011 351 5000
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COMPLAINTS

If you would like to lodge a formal complaint with ITOO, please write to:

ITOO SPECIAL RISKS Pty Ltd
 Complaints Officer/Responsible Manager: Warwick Goldie
 Email: ITOOComplaints@itoo.co.za
 Website: www.itoo.co.za

If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to:

The Hollard Insurance Company
 Hollard Insure Complaints
 Email: Hollardinsurecomplaints@hollard.co.za
 Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)

If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank	Physical Address	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 32334, Braamfontein, 2017	Postal Address	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	0860 726 890/011 726 8900	Telephone Number	012 470 9080/012 762 5000
Fax Number	011 726 5501	Fax Number	012 348 3447
Email Address	info@osti.co.za	Email Address	info@faisombud.co.za
Website	www.osti.co.za	Website	www.faisombud.co.za
FINANCIAL SECTOR CONDUCT AUTHORITY			
Physical Address	41 Matroosberg Road Ashlea Gardens, Pretoria, 0002		
Postal Address	PO Box 35655, Menlo Park, 0102		
Telephone Number	0800 20 37 22		
Fax Number	(012) 346-6941		
Email Address	info@fsca.co.za		
Website	www.fsca.co.za		

COMMISSION, BINDER AND CONFLICT OF INTEREST DISCLOSURE

Your broker receives a commission from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will have to be disclosed to you by your broker.

ITOO is paid a binder fee of 18% which is calculated as a percentage on the gross written premium it places with your insurer. ITOO also shares in the profits of the underwriting scheme.

BINDER DISCLOSURE

ITOO acts as a binder-holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder-holder may:

1. enter into, vary and renew policies;
2. determine the premiums;
3. determine policy benefits;
4. settle all valid claims;
5. reject claims;
6. cancel policies.

OTHER KEY CONFLICT OF INTEREST DISCLOSURES

Relating to your ITOO:

Does ITOO have a shareholding in any insurer?	No
Does ITOO have a relationship with any insurer that provides a financial interest other than ownership?	No
Does ITOO have a relationship with any broker that provides an ownership or financial interest?	No
Does ITOO have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
The Hollard Group has an equity interest in ITOO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.	
Does ITOO have a relationship with any other person that provides an ownership or financial interest?	Yes
Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.	
A full copy of ITOO conflict of interest management policy can be obtained from the ITOO website, www.itoo.co.za	

DISCLOSURE OF PREMIUMS AND FEES

All premium obligations and fees are disclosed in your policy schedule.

MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

OTHER MATTERS OF IMPORTANCE

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman or the FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must on request be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note as to what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

ITOO wants to know from you if you have any information that will assist us in preventing fraudulent claims. Remember fraudulent claims costs everyone money, including you as the client, as premium increases can result from too many fraudulent claims. Should you be aware of any fraud that has or is about to take place on a ITOO claim, please report this (anonymously if you choose to) on (011) 351 5000 or via email at warwickg@itoo.co.za or Hollard@tip-offs.com.

SPEV 08/10/20 CAPE TOWN CYCLE TOUR ON 14 MARCH 2021

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R3 100 000 towards City and/or Event Services from the Events Budget as well as the waiver of venue costs for Grand Parade, City Hall and Shared Fields at Green Point Park, subject to availability and that the cost be absorbed by the applicable line department.

It was **RESOLVED** that the matter also be **DEFERRED** back for further discussions and clarity with regards to its revenue, income streams and the venue for the Cape Town Cycle Tour Expo.

ACTION: R BOSMAN; L DESOUZA-ZILWA, E SASS, K LE KEUR

SPEV 09/10/20 CLIMBING – IFSC AFRICAN CHAMPIONSHIP ON 17 – 20 DECEMBER 2020

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R400 000 from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

ARTS AND CULTURE**SPEV 10/10/20 EDGEMEAD CHRISTMAS MARKET ON 1 – 22 DECEMBER 2020**

It was **RESOLVED** that the Edgemean Christmas Market **NOT BE SUPPORTED**.

ACTION: R BOSMAN; L DESOUZA-ZILWA; P MASHOKO

SPEV 11/10/20 INTERNATIONAL PUBLIC ARTS FESTIVAL ON 8 – 16 FEBRUARY 2021

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R600 000, from the Events Budget subject to an agreement in respect of City venues and facilities be utilised as part of the event.

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



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

T: +27 21 400 5929 F: +27 21 400 5921
E: Themba.Gwadiso@capetown.gov.za

FINALISATION LETTER

DATE: 26 FEBRUARY 2021

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: INTERNATIONAL PUBLIC ART FESTIVAL

OUR REF: N/A

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 Agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security**.
4. Please ensure that every page of the Agreement 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 Agreement, at your earliest convenience.

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor

Internal Contract Administration Form

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

Agreement with:	Reason / Name of Event:
BAZ ART	International Public Art Festival

Department:	✓	Agreement Type:	✓
		Service Level Agreement	
		Sponsorship Agreement	✓
Events	✓	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	RAW
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Babalwa Mafilika		16/03/21