

**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

FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD

(Registration Number: 2012/007266/07)

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

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ANNEXURES

A.	Rights Package
B	Director's Resolution
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 Richard Bosman** in his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD** is a company/organisation registered in terms of the laws of the Republic of South Africa with registration number: **2012/007266/07**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Ms Ilaria Cicero**, Passport number **YA6225555** in her capacity as **Director** 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: FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD Name of Bank: Nedbank Type of Account: Current account Account Number: 1069329819 Branch Number: 106909 Branch: Sea Point
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 whichever shall first occur;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means the Investec Cape Town Art Fair to be held on 14 – 16 February 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 2019 and ending on 30 June 2020.
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;
2.1.17	"Rights Package" means a series of rights acquired by the CITY through supporting events. The package of rights is a commercial transaction where the

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	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.

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	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> ;
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- 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.

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- 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 Investec Cape Town Art Fair promoting local creative talent, driving the cultural economy and growing Cape Town as a leading cultural and tourist destination. In their fourth year at the Cape Town International Convention Centre (CTICC) they have grown exponentially and are looking to further extend the reach and accessibility of the event by offering a varied and engaging programme for our local supporters, while providing an authentic and in depth experience for our international visitors. ICTAF has a growing educational programme. The ICTAF strives to engage with the community in a meaningful way some of these include complimentary tickets to disadvantaged schools, educationally focused walkabouts for the kids and all ticket holders as well as training programmes for students.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.4 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

5. CASH TRANSFER

5.1 A payment of **R100 000 (One Hundred Thousand Rand Only) (15% VAT where applicable)** ("the Cash Transfer") in respect of the City's Financial Year **2019/2020** and subject to the CITY obtaining the necessary approval for the Cash Transfer.

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

5.3 The utilisation of the Cash Transfer shall be for support of the event held **14 – 16 February 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. Subject to the City obtaining all the necessary documents as stipulated in **Annexure "E"**.

5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.

5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

6. DURATION OF THE AGREEMENT

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

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

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[Handwritten signatures and initials]

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

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

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

8.2 In respect of reporting in terms of the policy

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

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

8.3 Compliance:

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

8.3.2 Non-compliance with this clause 8.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from

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

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

- 8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as **Annexure "A"**;
- 8.4.1.2 ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with;
- 8.4.1.3 obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period stipulated in clause 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;
- 8.4.1.4 obtain public liability insurance for the Event as stipulated in clause 14 herein;
- 8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.
- 8.4.1.6 **employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;**
- 8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;
- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;

- 8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;
- 8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;
- ~~8.4.1.11 ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;~~
- 8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;
- 8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;
- 8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permit, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;
- 8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;
- 8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;
- 8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;
- 8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and
- 8.4.1.19 provide all necessary toilet and disabled facilities.
- 8.4.2 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse**

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

8 OBLIGATIONS OF THE CITY

In regard to:

9.1 The Cash Transfer:

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

9.2 Monitoring and Evaluation:

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

10. MONITORING AND EVALUATION

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

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

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

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone 021 400 3355

Fax: 021 400 5923

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

13.2 RECIPIENT: -

Attention: Mrs Zohra Abrahams

Finance Manager

Address: Floor 4, 77 Hout Street

Cape Town City Centre

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Cape Town



- 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

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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

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- 20.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the confidential information") shall be treated by the Parties as confidential. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 20.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain, within a Party's knowledge at the commencement of this Agreement, to disclosures required to satisfy an order of court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.
- 20.3 **RECIPIENT** shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from **RECIPIENT**.

21. **LIMITATION OF LIABILITY**

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

22. NATURE OF RELATIONSHIP

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

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

23. IMPLEMENTATION AND GOOD FAITH

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

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

24. JURISDICTION

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

25. COSTS

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

26. SIGNATURE

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

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

26.3 This contract may only be signed upon the necessary authority being

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Handwritten signatures and initials at the bottom right of the page, including a large 'D', 'SC fm', 'G.A.', and 'mc'.

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.

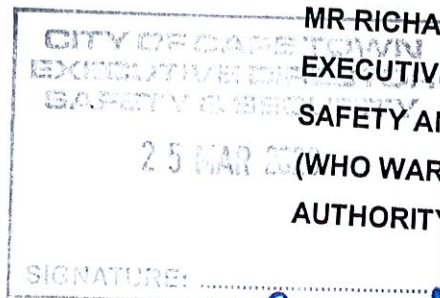
SIGNED at Cape Town on this 25th day of March 2020.

AS WITNESSES:

1. Matthys
2. Kille

THE CITY:

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



SIGNED at Milan on this 19 day of March 2020.

AS WITNESSES:

1. ful
2. Stalende

Ilaria Cicero

FIERA MILANO EXHIBITIONS AFRICA
(PTY)LTD
MS ILARIA CICERO
DIRECTOR
(WHO WARRANTS HER
AUTHORITY HERETO)

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(RIGHTS PACKAGE)

ANNEXURE "A"

- City of Cape Town branding

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MEMBERS RESOLUTION

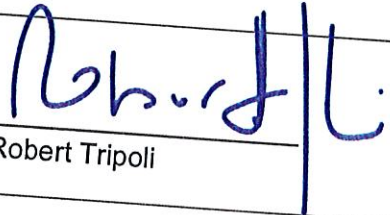
(MEMBERS RESOLUTION)

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That **FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD** (hereinafter referred to as "the Recipient") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the City"), in terms of which the City agreed to make certain resources and facilities available to the Recipient and as consideration for the resources and facilities made available to it by the City, the Recipient agreed to grant the City the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
2. THAT **Ms Ilaria Cicero**, in my capacity as, a Director of the **FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD**, is authorised to sign this Sponsorship Agreement on behalf of the Recipient and to sign all other documents and perform all other acts on behalf of the Recipient required for implementing the transaction set out in the aforementioned Agreement.

(To be signed by all Directors/Members)

 Ilaria Cicero	Date: 19/3/20	Place: Milan
 Robert Tripoli	Date: 19/3/20	Place: Turin
 Sebastiano Carbone	Date: 19/3/20	Place: Milan

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ANNEXURE "C"

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

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DECLARATION

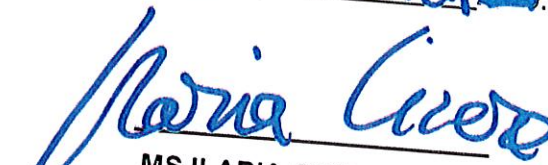
By
FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD
(Hereinafter referred to as "the RECIPIENT")

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

I, Ms Ilaria Cicero, in my capacity as, a Director of the of the FIERA MILANO EXHIBITIONS AFRICA (PTY)LTD, 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 Milan on this 19 day of March 2020

AS WITNESSES



MS ILARIA CICERO
FIERA MILANO EXHIBITIONS
AFRICA (PTY) LTD

1. 
2. 



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,Belleville 7530			
A copy of the MOA with annexures to be given to the beneficiary			

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

PROJECT PLAN

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

DETAILS AND REQUIREMENTS

1. **ORGANISATION:** Investec Cape Town Art Fair (Fiera Milano Exhibitions Africa Pty Ltd)

2. **AIMS AND OBJECTIVES OF ORGANISATION:**

To create a platform for South african's to enjoy, experience and learn about art from Africa and the world. The fair has created various educational and economic platforms such as art documentaries, schools programmes, gallery night, talks programme, a collector trade aspect to the fair in order to engage larger communities and to encourage interaction.

3. **PROJECT OR PROGRAMME DETAILS:**

The fair is open from 14 to 16 February 2020 at the CTICC. As well as the experience and the trading of the fair, the event offers a full art and cultural programme throughout the city. This is a unique event in the city, continent and world. Not only is this event a proud moment for locals, it is a destination for international guests.

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

Established in 2012, the Investec Cape Town Art Fair has developed over the past 6 years into a successful, internationally recognised event, promoting local creative talent, driving the cultural economy and growing Cape Town as a leading cultural and tourist destination.

In our fourth year at the Cape Town International Convention Centre (CTICC), the fair has grown exponentially and is looking to further extend the reach and accessibility of the event by offering a varied and engaging programme for our local supporters, while providing an authentic and in depth experience for our international visitors.

ICTAF has a strong educational focus including:

- An extensive **Talks Programme** (free of charge to ticket holders of the fair) allowing the public to hear from leading voices in the arts both locally and internationally.
- ART.DOC; the fair's newest addition - a **film screening programme** at Cape Town's oldest cinema, an institution locally; The Labia. The programme focuses on art documentaries and is open to the public free of charge, on a first-come first-serve basis.
- An initiative which began two years ago 'Gallery Night' activates spaces within the city (galleries, museums, institutions, etc) with performances and screenings, staying open till late. The event offers a free bus service to all ticket holders which loops around the city stopping at activated spaces.
- And lastly, the fair partners with NPO Lalela to offer *kids-for-kids* tours to disadvantaged children during the mornings of the fair offering a non intimidating and unique opportunity to inspire and share knowledge.

VIP and Public Programming:

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- An extensive programme taking place throughout the city for both the public and VIPs throughout the week of the fair
- Over 30 events offering unique and insightful experiences

3.2 Location/area - Where will this project be carried out? I.e. What is the target area?
Target:

The event takes place within the Cape Town International Convention Centre. The programme takes place within the venue and throughout the city including city bowl, District 6, Woodstock, Stellenbosch, Atlantic Sea Board, etc.

3.3 Number of attendees and/or participants: How many people attend the event?

16 000 visitors to the fair, including:

- 2000 international visitors
- 107 exhibitors
- 300 media
- The rest consists of public guests, school groups, etc

3.4 Beneficiaries - Which community (the target community or group) will benefit from this project? Target:

- Public: City Bowl, Northern Suburbs, Southern Suburbs
- VIPs: Cape Town, Johannesburg and international

3.5 Sponsorship objectives: Which companies are sponsoring the event?

- Investec
- Boschendal
- Lexus
- Trenery
- Mont Blanc
- cur8

3.6 Swot Analysis: Strengths and Weaknesses:

Strengths:

- Unique event on the continent - only international fair on the continent, highest quality art fair on the continent
- Engaging educational programmes
- The only opportunity in Cape Town to view artwork by leading artists from all over the world in the

3.7 Opportunities: How will you grow your event:

- Reaching communities that would not typically consider visiting an art fair.
- Targeting people for the 'experience' of visiting a fair without the pressure of purchasing or the intimidation of the 'white cube'
- An educational programme which takes place throughout the year, not just the week of the fair targeting both art enthusiasts but also 'experience seekers'
- For the fair to be perceived as a noteworthy annual event to the general public
- For schools to take note of the fair as a noteworthy educational; experience and exposure

3.8 Threats: Any concerns about the event:

Insufficient funding therefore closure of show - impact on tourism for cape town

3.9 Marketing and Media: Brief information on the plans (challenges):

The marketing campaign makes use of 2 billboards, flags, posters and digital content which target people of all ages and backgrounds. If we don't have funding we cannot target the right target market and continue to grow

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this cultural platform which everyone and anyone has access to. Without marketing and media we cannot target new audiences and encourage people to experience and learn about art within and outside the country.

3.10 Economic Development and Tourism impact:

Currently we have an accommodation value of 21 million, This number is made up of what we pay and what our visitors local and international pay in their private capacity. Over and above this visitors go to restaurants, go on tours, purchase properties, invest in companies and generally experience the city. If the fair no longer exists, it is a loss to the city.

3.11 Legacy:

Specifically, we showcase South African artists that was significant in paving the landscape of SA modern art. With the local emerging talent (young artists) we create an unparalleled platform for networking and opportunity which would not have been possible otherwise.

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)	Operations and Logistics	
(ii)	Marketing and communications	3 152 611
(iii)	Office overheads (Personnel, rental, telephone, internet etc)	2 819 122
(iv)	Consultants & Curators	2 803 903
(v)	Depreciation on PPE	2 094 998
(vi)	VIK expenses (Furniture & bags)	1 864 819
(vii)	Prizes	472 000
(viii)		54 000
(ix)		
(x)		

TOTAL BUDGET - EXPENDITURE:

R 13 261 454

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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	100 000.00
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	4 030 000
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	9 628 474
(i)	TICKETING/ENTRY FEES	811 803
(ii)	EXHIBITION SALES	6 955 671
(iii)	INTEREST INCOME	400 000
(iv)	VIK	472 000
(v)	DISBURSEMENT INCOME AND MERCHANDISE	975 000
(vi)	REGISTRATION INCOME	14 000
TOTAL BUDGET - INCOME		R13 708 474

R13 708 474

Duly authorised person of the organisation:

Full Name: Ilaria Cicero

RSA ID Number

Position

Signature

Chairwoman of the Board

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: -

Project Manager: -

Date: -

Signature: -



In association with **Holland.**

Events Liability Protection

Holland.

Underwritten by The Holland 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/000020457	
Type of Document	New Business Policy	
Insured	Fiera Milano Exhibitions Africa	
Insured Vat Number	To be provided	
Company Registration Number	To be provided	
Insured Business Description	Event Organisers	
Insured Postal Address	The Brewster Building 77 Hout Street, Cape Town, Cape Town/Western Cape, 8000	
Intermediary	AON Risk Services - Parklands Broker Code: AONPARK01B FSP Number: 20555 VAT Number: 4320101498	PO Box 1874, South Africa, 2121
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: 09 February 2020 To : 17 February 2020 (both dates inclusive)	
Anniversary/Renewal Date	17 February 2020	
Retroactive Date(s)	09 February 2020	
Type of Contract	Once Off	
Effective Date	09 February 2020	
Payment Frequency	Once Off	
Once Off Premium	R 19 660.00 (15% VAT amount of R 2 564.35 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/000020457
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 R3,932.00

Events Liability Protection

Risk Details

Limit of Indemnity	R 30 000 000
Basis of Limit	Aggregate
Basis of Deductible	Each and Every Claim
Event Name	Event Name: Investec Cape Town Art Fair- Galleries display Art from various Artists Location/Venue: 1 Lower Long Street Cape Town - Cape Town International Convention Centre

Policy Details

Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible	Total Premium
Public Liability	R 30 000 000	Aggregate	R 10 000	Each and Every Claim	R 19 660

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

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

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.

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



Signed by Warwick Goldie on behalf of the Insurer on: 11 December 2019

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 Insurance underwritten by The Hollard Insurance Company Limited. 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

COMPLAINTS

If you would like to lodge a formal complaint with ITOO, please write to:
ITOO SPECIAL RISKS Pty Ltd
Complaints Officer/Responsible Manager

Email: warwickg@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 ITTO:

Does ITTO have a shareholding in any insurer?

No

Does ITTO have a relationship with any insurer that provides a financial interest other than ownership?

No

Does ITTO have a relationship with any broker that provides an ownership or financial interest?

No

Does ITTO 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 ITTO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.

Does ITTO 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 ITTO conflict of interest management policy can be obtained from the ITTO 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.

DECISIONS TAKEN BY THE EXECUTIVE MAYOR ALDERMAN DAN PLATO IN TERMS OF DELEGATED AND SUB-DELEGATED POWERS RELATING TO THE MEETING OF THE SPECIAL EVENTS COMMITTEE OF THE CITY OF CAPE TOWN HELD ON THURSDAY, 13 FEBRUARY 2020 IN RAY ALEXANDER, 6TH FLOOR, PODIUM BLOCK, CIVIC CENTRE, CAPE TOWN.

SPEV 01/02/20

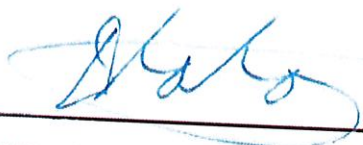
INVESTEC CAPE TOWN ART FAIR - 14 - 16 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R100 000; from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

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

THE MEETING ENDED AT 13:15



EXECUTIVE MAYOR: ALD. DAN PLATO

14/02/2020
DATE



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

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

FINALISATION LETTER

DATE: 02 June 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: Investec Cape Town Art fair

OUR REF: 16/1/1/8/928

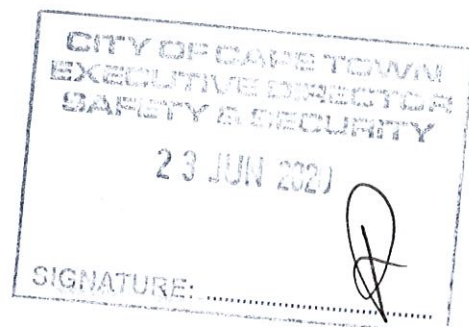
Dear Sirs

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

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso
Legal advisor



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

Making progress possible. Together.

Internal Contract Administration Form

Directorate:

Safety & Security - Events

Safety & Security - Events

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:

Agreement with:

**FIERA MILANO EXHIBITIONS
AFRICA (PTY)LTD**

Reason / Name of Event:
INVESTEC CAPE TOWN ART FAIR

Department:

Events

Agreement Type:

Service Level Agreement

Sponsorship Agreement
Section 27

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
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1.	Signed and dated by EO / other party
2.	Two witnesses

2.	Two witnesses
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3.	Each page initialled by all of the above
4.	Rights Package

4.	Rights Package
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5.	Business Plan
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3.	Approval
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7.	Public Liability
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8.	Constitution (if applicable)
9.	Signature

9.	Signature Authorisation Letter (if applicable)
10.	Final check by Rowena Williams

10.	Final check by Rowelna Williams
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9.	Signed and dated by ED: Safety and Security and Events
10.	Two witnesses
11.	

10.	Two witnesses
-----	---------------

11.	Each page initialed by all of the above
-----	---

Name of Manager/ Prof Officer

Signature _____

Date _____

Yolande Quinton

25/3/2020.