CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

And

No Boundaries Events (Pty) Ltd
(Registration Number: 2014/282836/07)

Certain provisions in this agreement have been printed in BOLD text so as to specifically draw attention of RECIPIENT hereto. These clauses are of specific importance because they affect RECIPIENT right and obligations and RECIPIENT acknowledges that he/she/it has acquainted itself with these provisions in particularly clauses 7.1.2, 7.2.3, 7.3.4, 7.3.9, 7.4, 9.7, the entire clause 13, the entire clause 15, 18.3, 18.5, 19.3 and the entire clause 20 have specific importance for the RECIPIENT.

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ANNEXURES

A	CITY services
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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 by **Mr Richard Bosman** his capacity as the **Executive Director: Safety and Security;** and

1.2. **No Boundaries Events (Pty) Ltd** is a company/organisation registered in terms of the laws of the Republic of South Africa with registration number: **2014/282836/07**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Holger Losch with ID number: 720927 5208 080** in his 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	***"Business Day"*** means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	***"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;
2.1.3	***"City Services"*** means all services rendered by the CITY to events;
2.1.4	***"City's Financial Year"*** means the financial year of the CITY commencing on 1 July and ending on 30 June of any given year;
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 15 January 2020 irrespective of the Signature Date;
2.1.7	"***Completion Date***" means the date that RECIPIENT has fulfilled all its obligations in terms of this Agreement or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	***"Event"*** means the "Match in Africa 6" an exhibition tennis event to be held on 07 February 2020, with a reserve day of 08 February 2019.
2.1.10	***"Expenditure"*** means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.11	***"Event's Organiser"*** means the RECIPIENT as described in clause 1.2 herein;
2.1.12	***"Notice"*** means a written notice;

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2.1.13	"***Parties*** means the Parties to this Agreement referred to in clause 1 and "**Party**" shall mean either of them;
2.1.14	***"RECIPIENT"*** means **the** Party described in 1.2 above;
2.1.15	***"Signature Date"*** means the date on which this Agreement is signed by the Party signing last in time;
2.1.16	***"this Agreement"*** means this Agreement, together with the Annexures hereto;
2.1.17	"***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;
2.1.18	"***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; and
2.1.19	"***the Policy***" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.

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:

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

2.3.2. **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

2.3.3. **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.

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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, then the words shall prevail.

3. PREAMBLE

3.1. RECIPIENT has been appointed to stage a charity event (the "Match in Africa 6") comprising, in particular, an exhibition tennis match between two world-renowned players to take place on 7 February 2020 (with a reserve day set down for 8 February 2020) in Cape Town, South Africa at the Cape Town Stadium.

3.2. The CITY supports events that assist the CITY in realising its goals and objectives as set out in the 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 as per **Annexure "B"**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

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

4.2. The strategic focus arrears 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 focuses on supporting the Opportunity City, the Safe City and the Inclusive City.

4.3. 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

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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.

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

5. DURATION OF THE AGREEMENT

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

6. VARIATIONS TO THE AGREEMENT

6.1. Variations to this Agreement may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

7. OBLIGATIONS OF THE RECIPIENT

The RECIPIENT confirms that:

7.1. In respect of reporting:

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

7.1.2. Non-compliance with this clause 7.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.

7.2. In respect of Compliance:

7.2.1. The 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 constitution and ensure that any and all of the RECIPIENT's suppliers and service providers appointed in terms of 7.3.4 are similarly compliant.

7.2.2. The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a failure to adhere to the obligations set out in clause 7.2.1.

7.2.3. Non-compliance with this clause 7.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof,

7.3. In respect of the Event:

7.3.1. 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;

7.3.2. 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 18.2 below from the time the sample advertising material having been presented to the CITY for consideration;

7.3.3. obtain public liability insurance for the Event as stipulated in clause 13 herein;

7.3.4. Make all payments as may be required in respect of the Event to suppliers and service providers as appointed by the RECIPIENT and in accordance with **Annexure D**, it being recorded that all obligations to make payments in respect of

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the Event shall be the sole responsibility of RECIPIENT (except those obligations recorded in this Agreement in clause 8.2 and as being the responsibility of the CITY);

7.3.5. Employ, manage and be responsible for the employees, officials representatives, agents and subcontractors who are part of and involved in the Event;

7.3.6. Not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 21 below;

7.3.7. 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, a copy of which shall be made available to the RECIPIENT on request;

7.3.8. Undertake to instruct their employees, officials, representatives and/or subcontractors of their obligations as set forth in this Agreement;

7.3.9. Designate the CITY as a Sponsor and 'official city' status with regard to the Event;

7.3.10. Ensure that together with its employees, officials, representatives and/or subcontractors it exercises reasonable care and diligence in fulfilling its duties in respect of the Event;

7.3.11. Ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;

7.3.12. Ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;

7.3.13. 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 Compliancy as mentioned in clause 7.2 above; and

7.3.14. Provide the City with the rights contained in the Rights Package as recorded in **Annexure "B"**

7.4. Non-compliance with clause 7.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.

8. OBLIGATIONS OF THE CITY

In regard to:

8.1. Monitoring and Evaluation:

8.1.1. The CITY shall monitor and evaluate the RECIPIENT's performance (under this Agreement) in accordance with clause 9 herein.

8.2. CITY's Facilities and/or CITY Services in regard to the Event:

8.2.1. The CITY shall waive the costs of the City owned venues and City Services to the RECIPIENT, as recorded in **Annexure "A"** attached hereto, subject to the RECIPIENT providing the necessary documentation, following the necessary approval processes and meeting the relevant requirements of the CITY.

8.2.2. The CITY's obligations in respect of the Event shall at all times be strictly limited to those obligations and responsibilities as mentioned in this Agreement.

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8.3. The CITY shall provide the following City Services:

8.3.1. City Services to the value of **R750 000** (Seven Hundred and Fifty Thousand Rand Only) (15% VAT where applicable). Should the Event services exceed the above-mentioned amount, the RECIPIENT shall be held liable for any excess costs.

9. MONITORING AND EVALUATION

9.1. The reporting, as outlined in this clause 9, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.

9.2. The reporting mentioned in this clause 9 must be submitted to the **Executive Director: Safety and Security** in the CITY.

9.3. The CITY may, for the duration of this Agreement and until such time as obligations arising there-from and there-after have been fulfilled by the RECIPIENT, regularly monitor the RECIPIENT's progress through:

9.3.1. On-site visits during the validity of this Agreement;

9.3.2. The interpretation of progress reports;

9.3.3. The verification of non-financial data;

9.3.4. The analysis of the impact of the Event based on an evaluation by the CITY;

9.3.5. The analysis of all documentation and records supporting the statistics; and

9.3.6. non-financial data that the RECIPIENT records and submits in its report to the CITY.

9.4. The 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.

9.5. The RECIPIENT must reasonably grant officials of the CITY associated with the Services access to its premises and to all records of the RECIPIENT that are relevant to this Agreement at all reasonable times in order for the CITY to properly monitor and evaluate the RECIPIENT's progress and performance.

9.6. The RECIPIENT furthermore agrees that, save for Annexure D, and subject to RECIPIENTS prior written consent in each instance where such a request is made, all documents pertaining directly 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).

9.7. If it is found that the RECIPIENT is guilty of unlawful conduct or gross negligence, the RECIPIENT shall forfeit its right to benefit from the CITY's support for the Event.

10. FORCE MAJEURE

10.1. Subject to clause 15 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, inclement weather, legislation, insurrection, sanctions, trade dispute, economic embargo or illness or injury of any of the participants or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "***force majeure***") then:

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10.1.1. the Invoking Party shall forthwith give written notice thereof to the other Party;

10.1.2. specifying the cause and anticipated duration of the *force majeure*; and

10.1.3. promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

10.2. Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 10.1.1 until the date on which notice is given in terms of 10.1.3.

10.3. 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 10.1 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 10.1.1 and 10.1.3.

10.4. If the *force majeure* continues for more than 2 (two) 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.

11. DISPUTE RESOLUTION

11.1. 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.

11.2. 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.

11.3. Should the persons referred to in clause 11.2 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.

11.4. Should the mediator referred to in clause 11.3 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. DOMICILIUM CITANDI ET EXECUTANDI

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

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12.1. **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

12.2. **RECIPIENT**: - Attention: Mr Holger Losch

Director

Address: 94 Percheron Road

Beaulieu, Johannesburg

1685

Email: holger@noboundaries.co.za

Cell: 082 520 9699

12.3. The *domicilium citandi et executandi* 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.

12.4. Nothing in this Agreement shall operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee notwithstanding its delivery to a Party other than referred to in this clause 12.

13. INDEMNITY AND INSURANCE

13.1. The Parties hereby indemnify each other against any claims which may be made against the other, 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 that Party (including its employees, officials and representatives and/or its subcontractors), in the course of this Agreement.

13.2. The Parties specifically agree to indemnify and hold each other harmless against any claim that may arise as a result of any liability, loss or damages suffered by the other party, its employees, officials, representatives and/or subcontractors as a result of any act or omission by that Party, in the course of this Agreement, unless such liability, loss, or damage is caused by the wilful misconduct or gross negligence of that Party.

13.3. Neither Party will 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 wilful misconduct or gross negligence of the other Party.

13.4. 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.

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

13.6. RECIPIENT shall:

13.6.1. 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 Rand)**, or as approved by the CITY in writing from time to time;

13.6.2. furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 13.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

13.6.3. 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 reasonable satisfaction of the City.

13.7. RECIPIENT shall further ensure that it has the necessary employer's 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.

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

13.9. RECIPIENT further confirms that, save for situations covered in 13.1 and / or 13.2 above, 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.

14. BREACH CLAUSE

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

14.2. In the event of the 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:

14.2.1. Cancel the Agreement and claim damages together with interest; or

14.2.2. Demand Specific Performance together with a claim for damages and interest.

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

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

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

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

14.4. If the CITY breaches the terms and conditions of this Agreement, the RECIPIENT must immediately notify the CITY to remedy the breach after becoming aware of an alleged breach;

14.5. Noting that time is of the essence in the performance of the CITY Services, in the event of the CITY failing or being unable to remedy a breach the RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

14.5.1. Immediately cancel the Agreement and claim any damages together with interest; or

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

14.6. 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.

15. NO FAULT TERMINATION

15.1. The Parties hereby agree that should the Event not proceed for whatsoever reason, the CITY may immediately cease providing the CITY Services with no notice being delivered to RECIPIENT.

16. GENERAL

16.1. This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

16.2. No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

16.3. 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.

16.4. 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.

17. CESSION AND ASSIGNMENT

17.1. 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.

17.2. 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.

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18. INTELLECTUAL PROPERTY

18.1. 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.

18.2. 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 the RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from the RECIPIENT.

18.3. All Intellectual Property rights of whatsoever nature belonging to or controlled by the RECIPIENT, including, without limitation, the Event logo, emblem, sponsors or any other form of corporate logos or identities, shall remain vested at all times in the RECIPIENT and its respective corporate partners.

18.4. 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.

18.5. Insofar as the RECIPIENT is considered in law to be the original owner of the copyright in any document, drawing, material or record developed or acquired by 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.

18.6. The CITY hereby grants the RECIPIENT a royalty free, worldwide license for RECIPIENT to utilise the CITY's logo, emblem or any other form of corporate identity in reference to the CITY's involvement in and support of the Event, subject to the City's approval of the use thereof.

18.7. The RECIPIENT hereby grants the CITY a royalty free, license for the CITY to utilise the Event logo, emblem or any other form of corporate identity in reference to the CITY's involvement in and support of the Event, subject to the RECIPIENT's prior written approval of the use thereof.

19. CONFIDENTIALITY

19.1. 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.

19.2. The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain or a Party's knowledge at the commencement of

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this Agreement or to disclosure required to satisfy the order of a court, to comply with the provisions of any law or regulation in force from time to time.

19.3. Neither Party shall 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 other Party. Each Party will appoint a designated person to ensure all communications and press releases are approved by the both Parties within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from the other.

20. LIMITATION OF LIABILITY

20.1. Neither Party shall be liable to the other 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.

20.2. Save for any claims in respect of clause 14, each Parties' maximum liability shall be limited to the extent of the value of the sponsorship herein.

21. NATURE OF RELATIONSHIP

21.1. 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.

21.2. Neither Party has the authority or right to bind the other Party to any third party and it shall be personally liable for any act purporting to so bind the other Party.

22. IMPLEMENTATION AND GOOD FAITH

22.1. 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.

22.2. 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.

23. JURISIDICTION

Notwithstanding the Parties' obligations in terms of 11 above, the Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for any interim and/or urgent relief relating to any dispute which may arise out of or in connection with this Agreement.

24. COSTS

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

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25. SIGNATURE

25.1. This Agreement is signed by the Parties on a date and at the places recorded herein.

25.2. 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.

25.3. 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.

[SIGNATURE PAGE FOLLOWS]

DS

DB MK

SIGNED at CAPE Town on this 02 day June of 2020.

AS WITNESSES

1.____________________

2.____________________

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020

SIGNATURE:.............................

____

THE CITY:

MR RICHARD BOSMAN

EXECUTIVE DIRECTOR: SAFETY AND SECURITY

(WHO WARRANTS HIS AUTHORITY HERETO).

SIGNED at Cape Town on this 02 day February of 2020.

AS WITNESSES

1. Matt Kemp

2. DocuSigned by: David Becker 57E038DB051449A...

____

NO BOUNDARIES EVENTS (PTY) LTD

HOLGER LOSCH

DIRECTOR

(WHO WARRANTS HIS AUTHORITY HERETO)

ANNEXURE "A"

CITY SERVICES

1. The CITY shall provide City Services to the value of **R750 000 (Seven Hundred and Fifty Thousand Rand Only) (15% VAT where applicable)**. Should the Event services exceed the above-mentioned amount, the RECIPIENT shall be held liable for the excess costs. The City Services shall include, inter alia:

- Traffic Services
- Metro Police Services
- Fire and Rescue Services
- Disaster Risk Management
- Law Enforcement
- My Citi Bus Services
- Road Furniture and Transport
- Waiver of the costs of City-owned and managed venues excluding municipal entities

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ANNEXURE "B"

SPONSORSHIP RIGHTS AFFORDED TO THE CITY IN RESPECT OF THE EVENT

With effect from the Effective Date, NB hereby grants the rights set out in this Annexure B during the Term in respect of the Event only, subject always to the terms and conditions of this Agreement, including clause 18.7 thereof.

1. **Use of Event Logo**

1.1. CITY shall be entitled to use the Event Logos, subject to the terms and conditions of this Agreement (including clause 18.7 thereof). For the avoidance of any doubt, CITY shall not be entitled to use the Event Logos under the terms of this Agreement in any way that creates the impression that any Participant is endorsing the CITY.

2. **Branding rights**

The CITY Brand shall be displayed on or at the following Event materials or infrastructure at the Event:

2.1. Branding on Court Stage – CITY logo shall appear as permanent signage around the base of the court;

2.2. Branding on LED ribbon board between tier 1 and 2 – 1 x CITY logo will be displayed in conjunction with logos of Official Sponsors during in tennis mode;

2.3. The CITY will be entitled to include a quoted statement in one of the media releases relating to the Event; and

2.4. The CITY shall be entitled to

3. **Tickets and hospitality**

3.1. CITY shall be entitled to the following tickets:

3.1.1. 150 general access tickets for Tier 3 (Block 309).

3.1.2. 15 general access tickets for Tier 2 (Block 217)

3.1.3. 4 x at Court VIP tickets (with access to the Hospitality area) for the Mayor of the CITY or a Mayoral representative.

3.2. The CITY will have the right to activate the Mayoral Suite at the Venue and the RECIPIENT shall provide the food services for a maximum of 40 pax in respect thereof.

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4. Advertising and promotions rights

4.1. Subject to the provision of content in a timely fashion that meets the technical specs provided in advance by NB, the CITY shall have the right to display commercial video content fifteen seconds (0:15) in length to be played on the on the electronic screen in the stadium during changeovers, breaks, and before the Event in rotation with the Event sponsors. Content will be subject to the approval of NB.

5. Additional Rights

5.1. The CITY shall be permitted to provide information on Cape Town to be included on the official Event website.

5.2. The CITY shall be provided with a press / media accreditation for use by the CITY's official photographer / media representative at the Event. The granting of such accreditation shall be subject to the RECIPIENT's standard security checks and clearance procedures.

5.3. The RECIPIENT shall share with the CITY certain digital assets, including images and clips of the Event for promotional use by the CITY in relation to the Event. Any such activations and the related messaging shall be subject to NB's prior approval, not to be unreasonably withheld or delayed.

5.4. The CITY shall be entitled to one (1) piece of memorabilia signed by the Participants.

5.5. The RECIPIENT shall assist the CITY in the purchase of any broadcast advertising packages on TV from SuperSport (the costs of which shall be exclusively for the CITY's account).

6. Rights which are excluded from this Agreement

For the avoidance of any doubt and notwithstanding any other provision contained in this Agreement, the appointment and grant of Sponsorship Rights made in terms hereof are subject to the following provisions of this paragraph 6.

6.1. CITY shall acquire no rights or benefits in terms of this Agreement save as expressly set forth in this Agreement. In particular, the Sponsorship Rights do not include any sponsorship of, or any form of sponsorship rights or benefits in respect of the Participants.

6.2. The CITY shall be responsible for the costs of all and any activations carried out by CITY in respect of the Events. To the extent that NB is required to incur any costs or expenses in the performance of its obligations hereunder, and this Agreement does not

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expressly provide that NB shall be liable for such costs and expenses, such costs and expenses shall be paid by CITY in addition to the Sponsorship Fees.

6.3. CITY is only entitled to use the Sponsorship Rights granted hereunder during the Term save that, following the expiry or early termination of this Agreement, CITY shall be entitled to refer to itself as a past partner of the Event for historical reference purposes provided that, when doing so, it indicates the relevant Sponsorship Rights to which it was entitled and the period of time during which it was entitled to the relevant Sponsorship Rights.

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ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That **No Boundaries Events (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 **Mr Holger Losch,** in his capacity as, a **Director** of the **No Boundaries Events (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.

Holger Losch		Date: 07.02.2020		Place: Cape Town
		Date:		Place:
		Date:		Place:

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ANNEXURE "D"

(THIS PAGE TO BE REPLACED WITH THE EVENT BUSINESS PLAN)

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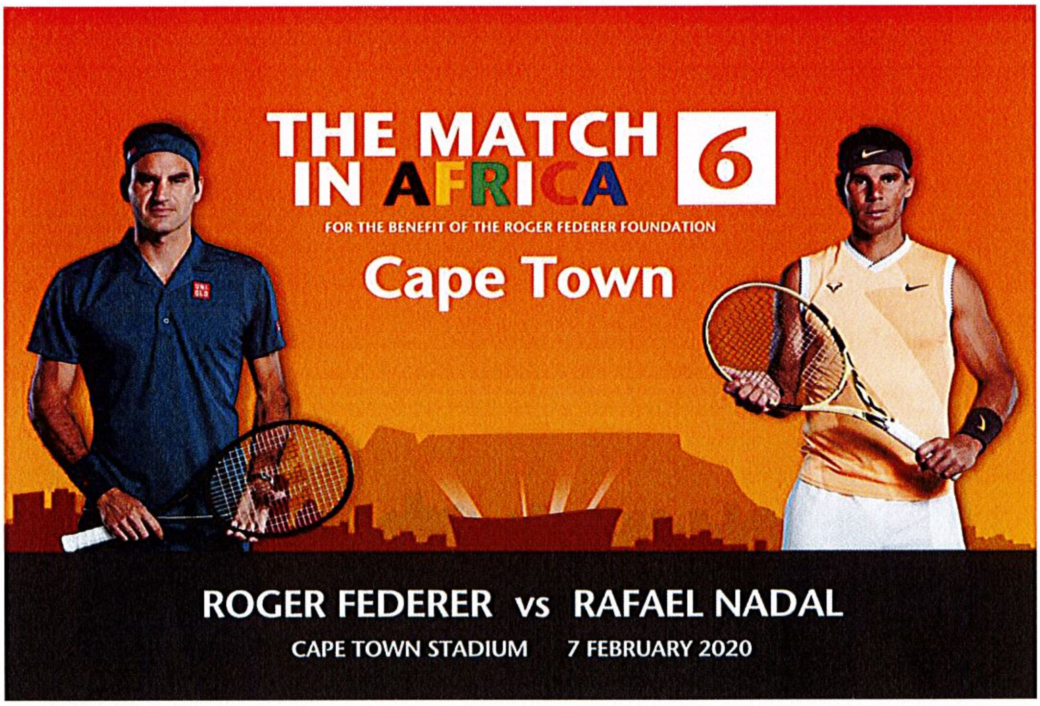
MATCH IN AFRICA

Cape Town, South Africa

February 2020



94 Percheron Road
Beaulieu
1685
Johannesburg

t. 082 520 9699

Holger@noboundaries.co.za
www.noboundaries.co.za

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No Boundaries Pty Ltd Holger Losch 082 520 9699 holger@noboundaries.co.za -July 2019

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Introduction

No Boundaries Events Pty Ltd have the opportunity of bringing a unique world class tennis event to South Africa and raising funds for the Roger Federer Foundation to benefit children in Africa.

Who are No Boundaries Events?

No Boundaries Pty Ltd is a registered company in South Africa and is the local company responsible for delivering the match.

Objectives

Through ***The Match in Africa 6***, hosted in Cape Town, No Boundaries Events Pty Ltd aims to:

- Bring world class tennis to South Africa,
- Raise money for the Roger Federer Foundation,
- Fill the Stadium & Break the world record of most people watching a live tennis match.
- Showcase the match as an Initiative of Love

Mission Statement

No Boundaries Events Pty Ltd aims to run high quality events and experiences in sport while developing sustainable programmes for the future.

The ***Match in Africa 6*** speaks to our mission and objectives

Keys to Success

No Boundaries Events Pty Ltd have a number of unique attributes and contacts which will assist in ensuring this event is a success. These include:

- Unique contacts and networks to International opinion leaders in tennis, players and federations.
- Over 30 years' experience running small and large tennis events in South Africa
- Over 30 years' experience running tennis programmes from Development – Professional level
- The passion, commitment and experience of the staff

In addition to the above, we believe the event in itself has unique attributes which will lend to its success:

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- Southern Africa have been starved of high quality tennis matches, and the ability to see world class tennis on our shores
- The two athletes concerned are global icons, with over 38 Grand Slam titles between the two. They are also considered to have one of the greatest rivalries of all time
- The match is attempting to break the world record for most spectators to watch an event
- Is the first time Roger Federer has played in South Africa, his mother's birthplace
- The match is played from a place of love, with the proceeds being raised for charity – to benefit children's education in Africa.

The Match

The ***Match in Africa 6*** brings two tennis legends to South Africa to face each other in a match for charity.

Date: 7 February 2020

Venue: Cape Town Stadium

In addition to the match in the stadium, we will be running a Fan Park and Viewing Zone on the rugby fields on the precinct. The Fan Park will offer tennis related activities, opportunities for merchants to sell products and food as well as families to relax and enjoy the day.

The Viewing Zone will offer a big screen TV for families to enjoy the atmosphere of the match in a fun ad relaxed atmosphere.

The Match in Africa will consist of a main event with some curtain raiser entertainment prior to the main event. The Cape Town Stadium would be open to the public from 17h30 and close 1 hour after the match finishes.

Anticipated Guests:

We anticipate about 52 000 guests in the stadium and about 7 000 in the viewing park.

There will be 4 participants in the event with 1 umpire.

Participants include Roger Federer, Rafael Nadal, Bill Gates and Trevor Noah

VIP's Attending:

We are aware that the President of South Africa, Mr Cycil Ramaposa will be attending the match. In addition to the President, we anticipate the Major of Cape Town will be in attendance together with the potential of additional ministers as it is the opening of parliament that same week.

The Swiss and Spanish Ambassadors will also be in attendance.

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Event Programme

The draft programme is as follows:

16h30: Gates Open

19h30: Curtain Raiser Doubles Event (Federer & Bill Gates vs Nadal & Trevor Noah)

20h00 Entertainment / Show

20h20: Player Introductions

20h30: Feature Match – Roger Federer vs Rafael Nadal

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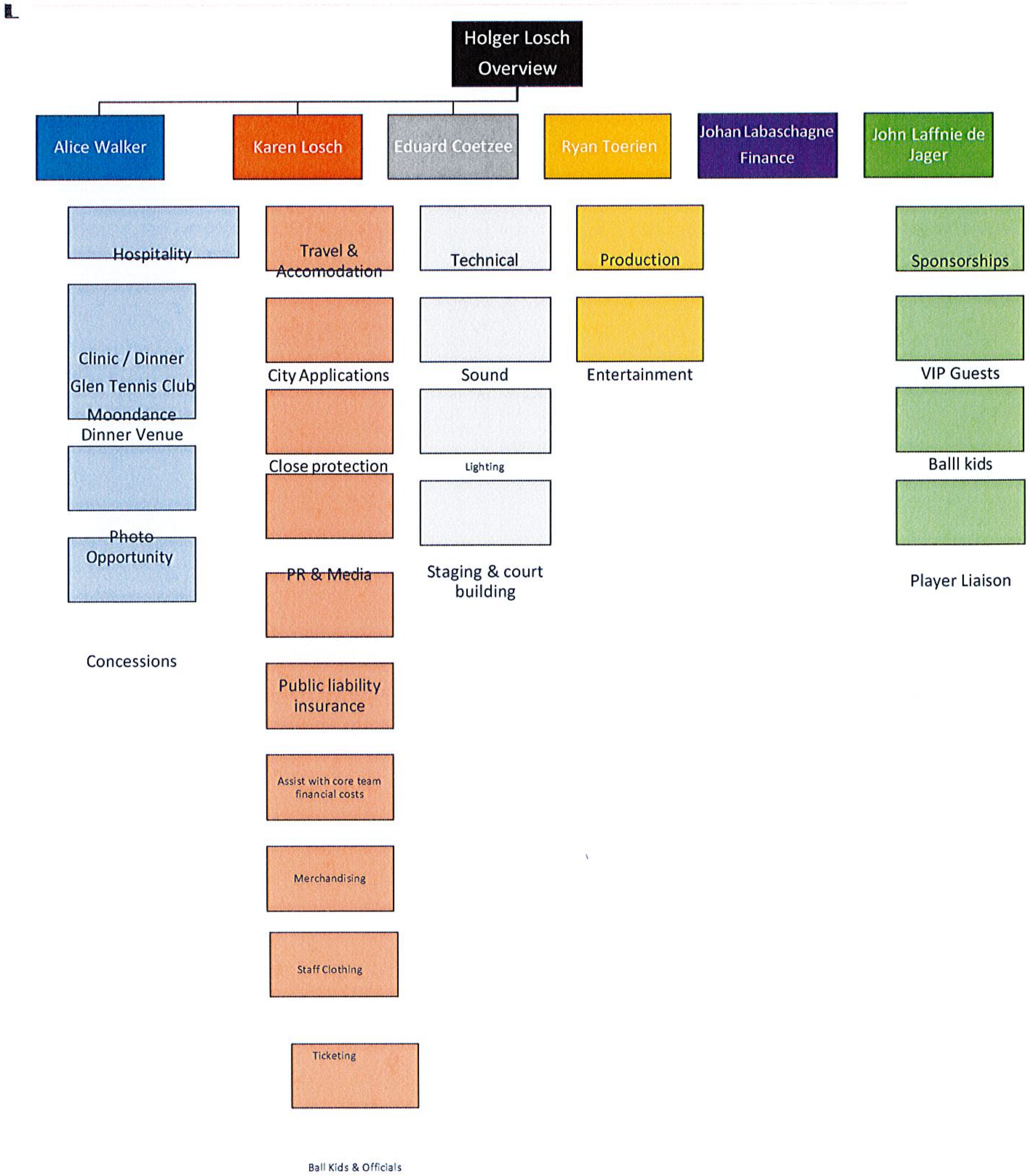
Type te

No Boundaries Pty Ltd Holger Losch 082 520 9699 holger@noboundaries.co.za -July 2019

Key Responsibilities



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Key Contact Persons

MiA Contact List				
Holger Losch	No Boundaries	Oversight, Contracts, Insurance	082 520 9699	holger@noboundaries.co.za
Alice Walker	No Boundaries	Hospitality, VIP Dinner, Fan Park, Concessioners	083 577 7401	alice@noboundaries
Karen Losch	No Boundaries	Ticketing, Merchandising, Branding assistance, PR assistance, Logistics	083 325 1169	hello@noboundaries.co.za
Eddie Coetzee	No Boundaries	Technical - Sound, Lighting, Staging	083 306 7260	eduard@nobondaries.co.za
Johan labauschagne	No Boundaries	Finance	082 825 6559	tasks@calculusgroup.co.za
Ryan Toerien	No Boundaries	Production	082 464 1856	rtoerien@mweb.co.za
John Laffnie de Jager	No Boundaries	Sponsorships, Ball Kids, Player Liaison	083 212 1663	johnlaffnie@gmail.com
Kerry Oliver	Lime Envelope	PR	082 927 9470	kerryo@thelime.co.za
Sarah	Lime Envelope	PR	082 925 2535	sarah@thelime.co.za
Suppliers				
Production & Entertainment				
Trent	MoonSport	In Stadium Production		
	Super Sport	Live TV Signal		
Brent	Zip Zap	Entertainment		
	Ndluvo Youth Choir	Entertainment		
Hospitality, VIP's, Photo Op, Concessionaries, Fan Park				
Dudley	Beluga	Hospitality		
	Petals	VIP guests		
	Glen Tennis Club	VIP clinic		
	Moondance Villa	VIP Dinner		
	Photo Opportunity			
Grant Israel		Concessionaries - Public Food, Snacks		
Foena Nel	Party Pourers	Public bars		
Pam Bowren	Old School	Fan Park	084 588 4273	pamela@10s.co.za
Technical Structures and Building				
Charl	Gear House	Stage building, sound and visual		
Jako de Witt	Gear House	Stage building, sound and visual		
	LedVision	Audiovisual equipment		
	Shipping Agent			
Tony / Ellis	Tony Boock Signage	Branding and printing of branding		
Jan	Court Builder	Rebound Ace		
Theo	Inspire	Furniture Rental		
General, Ticketing, Logistics				
Mike Lord	Safety & Security	Safety & Security, Accreditation, Ushers	083 446 3810	mike@alliancesafety.co.za
Amanda Blackbears	Safety & Security	Safety Consultant (with Mike Lord)	083 537 0905	amanda@allinacesafety.co.za
Richard White	Close Protection	Close Protection	073 947 6767	premier@adept.co.za
Rudlyn Barnes	Stadium	Stadium Contact	082 798 6722	rudlyn.barnes@capetown.gov.za
Linda Eagle	Merchandising	Merchandising	082 443 7016	linda@bnmsa.co.za

Festival of Tennis and Fan Park

Since the announcement of the event, the interest has been substantial, with people likening it to the "World Team Cup", and fans from Europe, the USA, and across South Africa having booked flights and accommodation to Cape Town in the hope of getting tickets. No less than 3 fake ticketing sites have been started, and requests are received daily for information, tickets and involvement.

As the interest has been so significant we would like to host a Festival of Tennis and Fan Park in Cape Town in conjunction with the event.

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Venue: Cape Town Stadium Precinct

Tennis Festival and Activation Area - Green Point Cricket Club or Rugby Fields

Time: 13h00- 23h00

We would set up a tennis themed park and activation area which will allow sponsors and the public to have a fun filled family outing centred around tennis. The public would have an opportunity to maximize the hype around the Match in Africa, extend the value of the even, and spend quality time with the family.

Sponsors, particularly local sponsors, will have the opportunity of promoting and interacting with the fans attending the match.

The Activation area will include:

- Sectioning off some space for tennis specific activities such as Fastest Serve, Agility Drills, Target Practice, Teddy Tennis for kids aged 2 ½ -6 and various tennis specific activities involving hitting and throwing.
- Food and Beverage stations and café's e.g. chocolate and coffee areas, champagne and wine tasting areas

This concept has been successfully implemented by the Australian Open Grand Slam and shown to have long-term benefits of promoting tennis. It can also be likened to Henman Hill at Wimbledon.

Fan Park – Should the tickets sell out quickly, we would look at putting a screen up in this Activation Area so fans are able to be part of the event, and watch the match in close proximity to the event.

The Fan Park would take place in the same space as the activation zone, with a screen and sound linked to the tennis match. People would bring their picnic blankets and deck chairs and be able to sit on the fields to watch the big screen.

The residents in the area will be taken into account and consulted with regard to the fan zone.

Cost: Entrance to the Fan Park is free with your event ticket, tickets for the viewing park retail at R 350 and R 250. This would allow them access to the Fan Park and enjoy the match in close proximity to the Stadium.

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Hours of Operation

We are planning to have the Tennis Festival and Activity Zone Open to the public from 13h00, with the match being screened on a big Screen for Fans who cannot access tickets in the actual stadium. The activity zones will also be operational from 13h00-20h00.

Sponsors

Rolex and Credit Suisse have been confirmed as match sponsors for the ***Match in Africa 6***. This is together with AB In Bev (Stella Artois) and Lipton.

The City of Cape Town has been confirmed as a partner for the event and will be providing services for the event. Additional income is being raised by ticket sales, which include VIP Court Side seating, VIP tickets within the suites, and general public on various tiers.

Opportunities exist for local sponsors and tennis related suppliers to have access to these fans prior to the match, create a fun filled experience, and an opportunity to engage with the tennis loving public.

Suppliers

Individual contracts and agreements will be entered into with service and product suppliers, with the appropriate supporting documentation and licenses being provided to the City and Stadium.

Financial Management

The contracts and finances for the event will be managed by No Boundaries Events Pty Ltd.

The expenses for the event will be covered by sponsors and ticket sales.

Insurance will be taken out in place the event is cancelled for any reason. Public Liability has also been taken out for the event for an amount of R 75 million.

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Marketing

No Boundaries Events have employed a PR agency who will be driving the PR strategy including marketing.

The event has launched a website, www.match-in-africa.com, and will be launching a website, Instagram account, as well as Facebook page. Regular information will go out from the PR company through traditional media channels, and various initiatives will be undertaken to support the marketing of the event.

The marketing initiatives we will be initiating will be supported by additional marketing initiatives undertaken by our ticketing partner, Computicket and possibly sponsors. All marketing initiatives and activities need to be signed off by No Boundaries Events Pty Ltd.

The marketing will be directed with three main goals in mind:

- The promotion of the Roger Federer Foundation - benefitting education for kids in Southern Africa,
- A record attempt for most spectators at a tennis event
- The match is from a place of Love, and home of Roger Federer's mother.
- The match cannot be used for any political gain or promotion but is important it remains apolitical and inclusive in nature.

Target Market

The brief from the Roger Federer Foundation is to try to make the event as accessible to as many fans as possible, not only the elite. The tickets will therefore range from an affordable ticket to one which caters for SA's elite.

We believe the audience will therefore be very mixed, with tennis fanatics as well as the general public in attendance.

There will be various ticket pricing to cater for all levels of income ranging from on court seating for the upper end corporate hospitality, as well as 5 pricing bands for the general public ranging from around R 150 – R 1 950 / ticket.

We expect a large portion of the public to come from Cape Town but have significant interest from all areas of South Africa, Southern Africa, and globally. We therefore anticipate around 40% of the audience to be travelling into Cape Town for the event. To cater for travelers we are putting together some travel packages, including flights, tickets as well as other tourist destinations around Cape Town. Our travel partner will be announced shortly.

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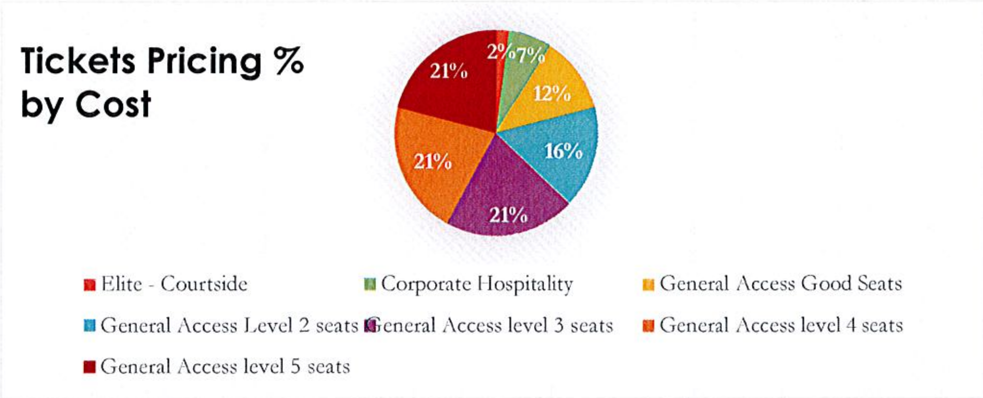

Conclusion

No Boundaries, the City, the Country and the world have embraced this event with excitement and enthusiasm. No Boundaries Events is the South African partner responsible for delivering the event on behalf of a truly global team.

No Boundaries Events and its staff have over 30 years' experience running tennis events and have partnered with experienced service providers and contractors to be able to deliver this iconic match to the world.

The ***Match in Africa 6*** is a truly unique match, and has massive local and global appeal due to the venue, the caliber and personality of the players, the world record attempt, and the fact that it comes from a place of love – to benefit a foundation focusing on uplifting children in Southern Africa through quality education.

We, as South African's and the company responsible for delivering the event locally, have an opportunity to ensure this event not only provides a once in a lifetime opportunity for fans, but can help identify, grown and develop our talent, and provide a longer-term benefit for our youth. This is also a unique opportunity to give targeted local sponsors and companies access to a specific market and quality public engagement.

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EVENT BUDGET WORK SHEET

EVENT TITLE		Match in Africa		DATE	07-Feb-20	
APPROVED BUDGET		R 750,000.00		WBS NUMBER	S20.00073	
SURPLUS/DEFICIT PROJECTED						
CATEGORY	Responsible person	WBS number	Amount Quoted	Waiver of cost for S&S		COMMENTS
CITY SERVICES COVERED BY THE CITY OF CAPE TOWN						
Cleansing Waste	Khanyisa Gxasheka	S20.00073-CL	R 72,027.54	R 72,027.54		Quote signed and WBS provided
GPAS Generator	Charne		R 29,388.54	R 29,388.54		
Fire Services	JJ Williams		R 104,604.00	R 0.00		WBS to be sent
Law Enforcement	Ian Craythorne		R 137,648.10	R 0.00		WBS to be sent
Metro Police	Jerome Koeries		R 169,963.08	R 0.00		Reduced amount due to no fan park
Disaster Risk Management	Andre Aucamp		R 31,633.72	R 0.00		WBS to be sent
Disaster Risk Management volunteers	Dario Matthee	S20.00073-DC	R 8,000.00	R 8,000.00		WBS provided
Traffic Services	Claudia Chetty		R 415,448.40	R 0.00		WBS to be sent
Health	Sigmund Badenhorst	S20.00073-HL	R 30,717.00	R 30,717.00		WBS provided
Environmental Resource Management	Aviwe Chiya	S20.00073-ER	R 786.00	R 786.00		WBS number provided
TRANSPORT:	Zunaid Davids					
My Citi			R 191,763.46	R 191,753.46		Provided
TDA's overtime cost			R 10,000.00	R 10,000.00		
TDA fencing cost			R 46,303.47	R 46,303.47		
TDA Road furniture		S20.00073 - RF	R 45,000.00	R 45,000.00		
Transport enforcement unity		S20.00073-TP	R 47,720.40	R 47,720.40		
Total			R 1,341,003.71	R 481,696.41		

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UNDERWRITING MANAGERS (PTY) LTD

Inception, Effective 27 January 2020 (Inception of new policy)

INSURED	**NO BOUNDARIES EVENTS (PTY) LTD**
COMPANY REGISTRATION NUMBER	**2014/282836/07**
INSURED PHYSICAL ADDRESS	94 PERCHERON ROAD, BEAULIEU, JOHANNESBURG, 1685
BROKER	COMMRISK INSURANCE BROKERS (PTY) LTD - JHB
POLICY FORM	EVENTS LIABILITY - Once off
POLICY NUMBER	**KEU 24882**
VAT APPLICABLE	STANDARD VAT (15.00 %)
PERIOD OF INSURANCE	**From:** 27 January 2020 **To:** 12 February 2020 (Both Dates Inclusive)
ESTIMATED ATTENDANCE	Estimated Attendance of 06 Athletes; 2 High Level per day / 51 500 Spectators per day / 450 Employees per day / VIP Hospitality Tent for 1 400 Guests / 12 000 Pax expected at Fan Pak
LOCATION	CAPE TOWN STADIUM, GREENPOINT, CAPE TOWN.
NUMBER OF EVENTS	ONE.
JURISDICTION	Republic of South Africa
EVENT / DESCRIPTION OF BUSINESS	MATCH IN AFRICA - TENNIS ROGER FEDERER vs RAFAEL NADAL
TERRITORIAL LIMITS	Republic of South Africa

EVENTS LIABILITY SECTION

SECTION DESCRIPTION	Fundraising Tennis Exhibition Event; World Record attempt of persons watching a live Tennis match. i.e. 50000 spectators. VIP Hospitality Tent for 1400 of the VIP guests on the P9 for Pre-event gathering. Also having a Fan Park set up on the rugby fields from around 2 on that day until the event finishes.It will have some tennis related activities,food vendors and chill areas.The anticipated capacity is about 12000 people.Charity Dinner at Moon Dance Villa.Charity Tennis Clinic,Photo Opportunity
Period of Cover	***Date of Actual Event:*** 07th February 2020 to 08th February 2020.

RISK ITEMS		**SUM INSURED**		**EXCESS**
Events Liability	R	75,000,000.00	(VAT Inclusive)	Any one occurence and
	R	75,000,000.00	(VAT Inclusive)	In the Aggregate iro all third parties
EXTENSION				
Employers Liability	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Statutory Legal Defense Costs	R	250,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Wrongful Arrest and Defamation	R	150,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Emergency Medical Expenses	R	250,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Spread of Fire	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Food and Drink	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Temporary Construction	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate
Participants Whilst Participating	R	10,000,000.00	(VAT Inclusive)	Any one occurence and in the aggregate

SECTION EXCESS STRUCTURE	R 10,000 each and every loss (Not applicable to Emergency Medical Expenses)
PREMIUM	**R 102,300.00 (VAT Inclusive)**
BROKER COMMISSION	15.00%
SECTION MEMO	

Events Liability Conditions:

1. Cover does not extend to include Cancellation, Abandonment or Postponement of the Event.
2. Damages to the venue which is in the care custody and control of the insured, is not covered in terms of the policy. Should the insured wish to include damages to venue this will be subject to a pre- and post- survey.
3. The cover does extend to include liability arising from the Exhibitions / Stalls / Displays at the Event. Exhibitions involving any mechanical, high risk or self-propelled engines are excluded.
4. Physical damage or theft to the Exhibitions / Stalls / Displays and/or their contents are excluded
5. Physical damage or theft to all items in the Care, Custody and Control of the Insured (staging, lights, rentals, etc.) is specifically excluded.
6. No liability cover applicable following any incident involving Security Companies.
7. Sub-Contractors are excluded unless specifically requested to be included, at an additional premium.
8. All Safety Regulations in respect of the OHS Act No 85 of 1993 must be followed.
9. All food vendors must have a valid certificate of acceptance where required in terms of the Act.
10. Loss, injury, death or damages following the use of mechanically and self-propelled engines (including aircrafts, motor vehicles, drones, marine, etc) are excluded.
11. Passengers, Drivers, Riders, Pilots and Skippers are excluded in terms of this policy whilst operating any self-propelled engine.
12. Nuclear Energy Exclusion
13. War and Terrorism Exclusion
14. Asbestosis and Silicosis Exclusion
15. Standard Wording without any extensions, except where quoted to be included
16. Compliance with government legislation in respect of Risk Management of the event
17. Animal and related activities are excluded
18. Alcohol and related activities are excluded
19. Pyrotechnics/Fireworks and related activities are excluded
20. Co-Insureds and sponsors must be specifically requested to be included
21. Insured should obtain certificates of insurance from Sub-Contractors and the Venue owner
22. Advise or treatment of a professional nature excluded (other than first-aid treatment)
23. Territorial and Jurisdiction is exclusive of Republic of South Africa

Definition of sub Limits:

- **Employers Liability**: Covers all employees/casuals, but excludes sub-contractors' employees/crew
- **Statutory Legal Defence Costs**: This limit is payable for defence cost of a prosecution should the insured be in breach of an Insured Statutory Act(s) or amending legislation with similar intent.
- **Wrongful Arrest & Defamation**: This limit is used for which the Insured shall become legally liable to pay third parties caused by an Insured peril, however any fines and penalties are exclude
- **Emergency Medical Expenses**: This limit provides cover for any medical services required at the event, including transport to the nearest medical facility, however this limit excludes any in hospital cost. - No excess applicable to this extension
- **Food & Drink**: This limit provides cover for all service providers of food and drink at the event.
- **Spread of Fire**: This limit provide cover for spread of fire to property which is not in the insured's care custody and control.
- **Temporary Construction**: This limit will provide cover for injury or death as a result of the collapse of the temporary construction. Not limited to marquees, tents, stands, stages, exhibitions stands and the like.
- **Participants whilst Participating**: Cover limited to injury/loss/damage as a direct result of the Insured's negligence only. Participants are defined as people actively participating in a sporting event. This is not a Personal Accident Policy.
- **Damages to Venue**: Loss or damage to venue (which is in the care custody and control of the insured) following the negligence action or inaction of the insured. Cover available on request at an additional premium, subject to a pre- and post- inspection of the venue.
- **Sub-Contractors**: Means an independent contractor/service provider/outsourcer who takes responsibility for a portion of the contract in organising the event, from the Insured.
- **Damage to Plant life (including Pitch or Field)**: Not Covered – However, cover available on request at an additional premium: A pre and post inspection of the pitch or field is required for this cover and the cost for this will be for the insured's account.

EXHIBITION ALL RISKS SECTION

RISK ITEMS	SUM INSURED		
Equipment	R	150,000.00	(VAT Inclusive)
SECTION EXCESS STRUCTURE	15% of claim , min R 2,500 Each & Every Loss		
PREMIUM	**R**	**3,500.00**	**(VAT Inclusive)**
BROKER COMMISSION	15.00%		

SECTION MEMO

Note:
Owner of the art – Moondance Villa
Art will be displayed on the walls of their home for a dinner for the night

Security measures
24hrs Security on site
Each guest has their own close protection agents

CONDITIONS:

1. Territorial limits are Republic of South Africa, unless specifically noted.
2. Republic of South Africa jurisdiction only.
3. Absconsion and Confiscation are excluded.
4. Premium payable upon acceptance and prior to inception.
5. Standard wording.
6. Scratches and dents not related to a specific notable incident whilst in the care of the insured will not be covered.
7. All damages must be reported within 48 hours.
8. Insured must confirm all security measures whilst at the event.
9. Theft by any one person or group of persons specifically appointed by the insured to secure and safeguard the gear will not be covered.
10. The truck used for transportation must have a working tracking device.
11. Theft from unattended vehicles are specifically excluded.
12. Mysterious Disappearance and lack of Inventory Control is specifically excluded.
13. Damages caused whilst being dry cleaned or being worked on is specifically excluded.
14. Only the nominated supervisor ore nominated security person may have the keys where the items will be stored whilst at the venue.
15. Theft must be accompanied by forcible entry into the area where the goods are kept.

PREMIUM SUMMARY

SECTION NAME	PREMIUM		
Events Liability	R	102,300.00	(VAT Inclusive)
Exhibition All Risks	R	3,500.00	(VAT Inclusive)
TOTAL PREMIUM:	**R**	**105,800.00**	**(VAT Inclusive)**

Conditions

SANCTION LIMITATION AND EXCLUSION CLAUSE – LMA 3100 No (re)insurer 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the Political, trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

UNDERWRITING MANAGERS (PTY) LTD

SIGNED FOR AND ON BEHALF OF KEU UNDERWRITING MANAGERS (PTY) LTD AND CENTRIQ INSURANCE COMPANY LIMITED:

SIGNATURE: ____________________

NAME: Denise Hattingh

Date: 07 January 2020

1. INTEPRETING THIS POLICY

1.1. This Policy contains a number of words and phrases which have specific meanings and most of which are capitalised. The Definitions below contain many of these words and phrases (others are set out in this Policy's body and are designated by terms in quotation marks).

1.2. KEU also applies certain rules when interpreting this Policy and the Interpretation Guide, which sets out these rules, as below.

1.3 This policy is only legally enforceable if it includes a schedule signed by one of our officers, unless ratified by us in writing afterwards.

2. INTERPRETAION GUIDE

2.1 In this Policy, headings are for convenience and are not intended to be used to interpret the Policy.

2.2 Unless this Policy indicates to the contrary, any references to any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa*.

2.3 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem* generis rule shall not be applied in the interpretation of such general wording or such specific example.

2.4 Where this Policy specifies any number of days, the number of days includes the first day and includes the last day.

2.5 Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;

2.6 This Policy, the Schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

2.7 The words and phrases in the Definitions below, bear the meanings assigned to them and related expressions bear corresponding meanings.

3. DEFINITIONS

3.1. **"The Act"** means the Short term Insurance Act, number 53 of 1998, or its successor in title.

3.2. **"Business"** means the scope of the Insured's trading activities specified in the Schedule.

3.3. **"Civil Liability"** means Liability for the compensatory damages, costs and expenses that a civil court might order the insured to pay on a claim (as opposed to criminal liability or penalties). It includes the legal costs of the person making the claim, for which the insured becomes legally liable to pay.

3.4. **Claim/s** means the receipt by the insured of:

- 3.4.1. any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the insured; or
- 3.4.2. any written demand from a third party claiming compensation against the insured.
- 3.4.3. any request for compensation (indemnity), whether or not any amounts have been established for the claim.

3.5. **"Claim Investigation Costs"** means the legal costs and expenses of investigating, any claim (or anything which might result in a claim), which would be covered by this policy.

3.6. **"Cover (and Covered)"** means indemnity and indemnity shall not include any component of profit.

3.7. **"Claim"** means the claims, liabilities, losses, costs or circumstances which may give rise to a claim, which we may or may not agree to cover under this policy.

3.8. **"Damage"** means loss of possession or control of or actual damage to property or interference with servitude or right of access or other infringement of real or personal rights to the use of property.

3.9. **"Damages"** in law means an award, typically of money, to be paid to a person as compensation for loss or injury.

3.10. **"Data"** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to text or digital media.

3.11. **"Documents"** means any documents of any nature including but not limited to electronically stored data, software or computer programs for, or in respect of, any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments. Loss or damage to documents does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.

3.12. **"Employee"** means a natural person who is not a principal, but who:

- 3.12.1. has at any time entered into an employment and/or service level and/or provider agreement with the insured's firm or incorporated body and is financially compensated for that service; and/or

3.12.2 volunteers, Marshalls, ushers and the like that may not be financially compensated; and/or

3.12.3 is or was, at the time of the relevant act, error or omission giving rise to the claim under the insured's direct control and supervision in the course of the conduct of the services.

3.13. **"Employment Agreement"** means a formal agreement that specifies the conditions of the relationship between an employee and an employer including compensation and expectations. They can be executed for a specified period of time (fixed term agreement), such as one(1) year but are usually automatically renewed on the anniversary date of the agreement and are terminated either by means of a termination notice or letter of resignation.

3.14. **"Enquiry (or Enquiries)"** means any legal or quasi legal enquiry into a matter in respect of which this policy would otherwise respond if a claim for compensation has been made against the insured arising from a matter that is the subject of the enquiry, in respect of which the insured is legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over the insured (either by reason of a statutory power or by reason of the Insured's membership of a professional association that has the power to discipline its members) but that does not have the power to make an order for compensation to a third party or to award any pecuniary penalty.

3.15. **"Event"** means the specified event/s that the insured or event organiser will plan and arrange or provides a service for.

3.16. **"Event organiser"** means someone who plans social events as a profession and in the ordinary course of their business takes responsibility for the production of such events from conception through to completion, including, but not limited to exhibitions, fairs; festivals; conferences; promotions, product launches; fundraising and social events.

3.17. **"Excess"**means the part the insured must pay for each covered claim.

3.18. **"Incident"** means any act, error or omission giving rise to legal liability as insured by this Policy.

3.19. **"Injury"** means death, bodily or mental injury, illness, or disease.

3.20. **"Insured"** means each of the following, individually and jointly:

3.20.1. each person, firm or incorporated body identified in the schedule as an insured of any such firm or incorporated body;

3.21. **"Joint Venture"** means an undertaking (regardless of what it is called) that the insured carries on together with someone else who is otherwise covered under this policy.

3.22. **"Known Circumstance"** means any fact, situation or circumstance that:

3.22.1. an insured was aware of at any time before this policy began or before this policy was amended/endorsed; or

3.22.2. a reasonable person in the insured's professional position would have been aware of, at any time before this policy began or before this policy was amended and/or endorsed.

3.23. **Limits of Indemnity**

3.23.1. This is the amount payable, inclusive of any legal costs, legally recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with our consent for any one occurrence or series of occurrences with the one original cause or source that will not exceed the limit of indemnity as contained in the schedule.

3.24. **"Legal person/s or entities"** means any legal person including both public and private companies; close corporations (while they are still recognized); trusts; voluntary associations or any entities recognised as such by legislation including joint ventures between legal *personae*

3.25. **"Occurrence"** means an Event or series of events arising out of one original source.

3.26. **"Policy"** means this insurance policy which is made up of:

3.26.1. the policy document;

3.26.2. the schedule to this policy;

3.26.3. the endorsements, if any, contained in the schedule;

3.26.4. the information given to KEU by or on behalf of the insured in the proposal and any other way.

3.27. **"Policy Limit"** means the limit stated in the schedule as the total sum insured.

3.28. **"Principal"** means a sole practitioner, a partner of a firm, a member of a Close Corporation; a director of a company or a member of a Voluntary Association, which Firm; Company; Close Corporation; Association is covered by this policy.

3.29. **"Premium"** means the amount payable by the Insured prior to Inception of the Policy.

3.30. **"Professional Services"** means advice given or work done or any actions taken by the Insured when functioning in any capacity involving special skill or knowledge related to the Insured's business activities stated in the schedule.

3.31. **"Proposal"** means the written proposal form together with any supplementary material completed by or on behalf of the insured, which was given to KEU, and relied on by KEU to give effect to this policy.

3.32. **"Public Loss Adjusters"** means an insurance claims adjuster who is an advocate for the insured in appraising and negotiating a first party insurance claim.

3.33. **"Renewal Period"** means a period of 12 (twelve) consecutive months as shown in the Schedule.

3.34. **"Renewal date"** means the first day of a period of 12 (twelve) consecutive months as shown in the Schedule.

3.35. **"Schedule"** means the annexure forming part of this Policy.

3.36. **"Service Agreement"** means an agreement between a service provider such as a caterer, and end user, such as the insured. It essentially defines the level of service that is expected from the service provider.

3.37. **"Specific Cover Limits"** means the limit in the aggregate stated in the insurance cover for each of the matters listed in the schedule under **"Specific Cover Limits"**.

3.38. **"Sub-contractor"** means an independent contractor/service provider/outsourcer whether either a natural or legal person, not being an employee of the insured, who takes responsibility for a portion of a contract in order to organise the event, from the Insured.

3.39. **"Terrorism"** means any act, or preparation in respect of an action, or threat of action designed to influence the government *de jure* or *de facto* of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) *de jure* or *de facto*, and that:

3.39.1. involves violence against one or more persons; or

3.39.2. endangers life other than that of the person committing the action; or

3.39.3. creates a risk to health or safety of the public or a section of the public; or

3.39.4. is designed to interfere with or to disrupt an electronic system.

3.40. **"Temporary Structures"** means a light or sometimes heavy, usually open building or structure, which can be used for shelter, concerts, exhibits, pedestrian crossings and the like, to be held at the venue, erected by the event organiser or on its instruction including but not limited to marquees; tents; stands; stages; exhibition stands and the like.

3.41. **"Territorial Limits"** means the area's within the Republic of South Africa that this policy will be enforceable for events and causes of action resulting therefrom, unless otherwise specified in the schedule.

3.42. **"The Venue"** means any place where the organised event, takes place which forms the subject of this policy.

3.43. **"Us/Our/We"** means **KEU Underwriting Managers (Pty) Limited** underwriting on behalf of **Centriq Insurance Company Ltd.**

3.44. **"Volunteer"** means an unpaid, freewill or voluntary worker.

3.45. **"You/Your/Insured"** means the party/s noted in terms of the schedule as being the insured covered in terms of the policy.

4. THE PROPOSAL

4.1. The completed proposal we were given by or on behalf of the insured before the policy commence.

5. COVER UNDER THIS POLICY

5.1. Subject to the general terms and conditions and/or provisions and the prior payment of the premium by or on behalf of the insured and the receipt of the premium by us, we agree to indemnify or compensate the insured by payment in respect of damages or injury for which the insured may become legally liable to pay to third parties during the period of insurance and as otherwise provided under this policy bearing in mind the wording to the sums insured, limits of indemnity, compensation and other amounts specified.

5.2. The civil liability we provide cover for in this policy, includes the following types of civil liability claims arising out of the conduct of professional services:

5.2.1 Breach of a duty of care.

5.2.2 Unintentional defamation.

5.2.3 Loss of or damage to documents that were in the insured's physical custody or control at the time of loss or damage.

5.2.4 Delictual liability only, in the event of a breach of warranty of authority committed, by or on behalf of the insured, in good faith and in the belief that appropriate authority was held.

5.3. We also pay in addition to the policy limit (but only up to an amount equal to the policy limit) claim investigation costs.

5.4. <u>We only pay these, however, if either:</u>

5.4.1 we incur them; or

5.4.2 the insured incurs them after first obtaining our permission in writing and these costs and expenses are in our view reasonable and necessary.

5.5. We are not obliged to defend, or to continue to defend, any claim (or covered claim) or pay, or continue to pay any costs or expenses associated with such defence, once the policy limit has been exhausted.

5.6. We will under no circumstances pay for any costs associated with the appointment of public loss adjusters.

5.7. We also pay all reasonable and necessary costs incurred by the insured at our request in the preparation of a defence to a claim covered by this policy up to an aggregate amount of R10 000 (ten thousand) (which is included within and not in addition to the policy limit) in respect of all claims covered by the policy.

5.8. If we elect not to take over and conduct the defence or settlement of any claim, we will pay all claims investigation costs provided that:

5.8.1 we have not already denied indemnity under the policy; and

5.8.2 our written consent is obtained prior to the insured incurring such claims investigation costs (such consent not to be unreasonably withheld).

5.9. We reserve the right to recover any claims investigation costs paid under this section from the insured or others covered by this policy:

5.9.1 if the insured makes an admission in writing of any fraudulent, dishonest, malicious or intentional misconduct; and

5.9.2 in the event and to the extent that it is subsequently established by judgment or other final adjudication that the insured was not entitled to cover under this policy.

5.10. We also cover Employees of the insured in respect of civil liability arising from the performance of the professional services, but not in respect of damages suffered:

5.10.1 by them in their personal capacities, unless specifically noted to be included in the Policy Schedule or;

5.10.2 claims or losses that arise from dishonest, fraudulent, criminal or malicious acts, omissions or breach of fiduciary duty by such employees.

5.11. We cover most mergers and acquisitions where entities (practising in the same professional discipline as the professional services) are merged with or acquired by the insured while this policy is in force. This cover is only for a maximum of 30 (thirty) days from the date of the merger or acquisition (or until the policy expires whichever is sooner). We may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive date for such cover is deemed to be the date of the merger or acquisition by the insured unless we agree otherwise in writing. We only provide cover to the person, firms or incorporated bodies, if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the claim or circumstance to us:

5.11.1 to be bound by this policy; and

5.11.2 to be liable jointly or individually with the insured, for paying the excess (or any other payment due to us under this policy) in respect of any cover provided to them under this policy.

5.12. **The Policy Limit**

5.12.1 The policy limit applies to any one claim and/or aggregated claims including all subsections in this policy.

5.12.2 The policy limit does not increase if there is more than one person, firm or incorporated body insured under this policy, or if more than one insured person causes or contributes to the claim.

5.13. **Specific cover limits**

5.13.1 Should a claim be formulated in terms of this Policy, all the sub-limits of insurance cover in terms of this policy will be dealt within the aggregate and accordingly form part of the total sum insured in terms of this policy and will not be dealt with in isolation.

6. PERIOD OF THIS POLICY

The period of this policy is the period from the start date of this policy to the last date, as shown on the Schedule.

7. CLAIMS

7.1 *Claims preparation Costs*

7.1.1 We will compensate you for any reasonable costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have.

7.2 *Claims settlement basis*

7.2.1 We may decide to compensate you by any one or more of the following methods

7.2.1.1 repairing;

7.2.1.2 replacing;

7.2.1.3 paying cash; or

7.2.1.4 any combination of these.

7.2.2 Our compensation is limited to the amount shown in the Schedule less any excess as shown in the Schedule. If we replace or repair, we will not be obliged to do so exactly but only as circumstances reasonably allow.

7.2.3 If we repair or replace any loss or damage, we may use any supplier or repairer of our own choice.

7.2.4 Before we finalise or settle any claim, we may require you to sign an agreement of loss.

7.3 *Claims Procedure*

7.3.1 The insured must tell us in writing about a claim or loss as soon as reasonably possible after the insured becomes aware of the claim or the incident or should have become aware of the claim. If this is not done, the insured's right to cover under this policy may be affected.

7.3.2 When an occurrence that may result in a claim happens, the insured will (at their own expense):

7.3.2.1 give us notice of the occurrence of which the insured should reasonably be aware and provide particulars of any other insurance covering such occurrence;

7.3.3 You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

7.3.3.1 within 30 (thirty) days after becoming aware of the occurrence submit full details in writing of the occurrence and give us such proof, information and sworn affidavits as we might require and submit same to us.

7.3.4 The insured will immediately, but within no less than 10 (ten) working days, forward to us any legal notices or claims or any communication relating to the occurrence such as summonses, writs, or any other legal processes issued or commenced against the insured in connection with the occurrence giving rise to a claim.

7.3.5 We will be entitled to reject any claim under this policy if the insured fails to comply with any material provision of this policy and fails, when given adequate notice to do so, to provide any assistance reasonably required by us to reclaim any amounts paid out in terms of this policy. The effect of such rejection, will be *inter alia*, that all of the benefits under this policy will be forfeited.

7.3.6 We must be notified of any claim made against the insured within 30 (thirty) days of receipt of such claim. If not, we will have a right to reject the claim and the insured will not be entitled to any indemnity.

7.3.7 No claim will be payable unless the insured claims payment by issuing and serving legal process on us within 180 (one hundred and eighty) days of any claim being rejected or by us and a competent court orders us to pay.

7.4 *Supplementary Payments*

7.4.1 With respect to the indemnity provided by this policy we will:

7.4.1.1 defend, in the insured's name or our own and on the insured's behalf, any claim or suit against the insured or us alleging such personal injury or property damage and seeking damages on account thereof even if any of the allegations contained in such claim or suit is groundless, false or fraudulent and we may further investigate, negotiate and settle any claim or suit as is deemed expedient;

7.4.1.2 pay all reasonable charges, expenses and legal costs recoverable from or awarded against the insured in any such claim or suit and all interest accruing on our portion of any judgment that does not exceed the policy limit;

7.4.1.3 pay reasonable expenses, other than loss of earning, incurred by the insured, at our request in assisting us in the investigation or defence of any claim or legal action;

7.4.1.4 pay reasonable expenses incurred by the insured for the first aid rendered to others at the time of an occurrence for personal injury;

7.4.1.5 pay legal costs incurred by the insured with our consent for representing the insured at any coronial inquest or inquiry or any court of summary jurisdiction;

7.4.2 We will do this provided that:

7.4.2.1 we will not be obliged to pay any claim or judgment or to defend any suit after the policy limit has been exhausted by payment of judgments or settlements.

7.5 *Insurer's rights after an event*

7.5.1 Upon the happening of any occurrence in respect of which a claim is or may be made under this policy, we and every person authorised by us, including attorneys, assessors and the like, may, without incurring any liability and/or diminishing any of our rights, rely on any condition of this policy to:

7.5.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. The insured will not be entitled to abandon any property, but will be obliged to surrender it to us at our request if practical and reasonably possible to do so;

7.5.1.2 insist that the insured keep and hold in safe custody any movable property which might be relevant and which tends to prove or disprove liability in the prosecution of the claim or any subsequent claim formulated by us.

7.5.1.3 take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim. However no admission, statement, offer, promise, payment or indemnity will be made by the insured without our written consent.

7.5.1.4 You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.

7.5.2 The insured will at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we will be, or could become, subrogated upon indemnification of the insured whether such things will be required before or after such indemnification.

7.5.3 In respect of any section of this policy under which an indemnity is provided for liability, we may, upon the happening of any occurrence, pay the insured the limit of indemnity provided in respect of such occurrence or any lesser sum for which the claims arising from such occurrence can be settled and we will thereafter not be under further liability in respect of such occurrence.

7.5.4 You will be obliged to provide us with a detailed incident report supported by whatever relevant and necessary documentation might be necessary under the circumstances to enable us to assess the claim properly.

7.6 *Fraud or wilful acts*

7.6.1 You will lose all rights to claim under this policy if:

7.6.1.1 a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or

7.6.1.2 a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement, knowledge or consent or anyone acting on your behalf or under your direct control; or

7.6.1.3 information or documents in support of a claim, whether created by you or on your behalf or by an individual under your direct control, is not true, is not complete or is fraudulent; or

7.6.1.4 the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf or under your direct control.

7.6.2 The terms, specific conditions, general conditions and provisions of this policy will apply strictly and any breach thereof will render voidable the policy or alternatively, we can refuse to pay any claim in terms of the policy at our sole discretion.

7.7 *Insured's right to contest*

7.7.1 If an insured elects not to consent to a settlement that we recommend and wants to contest; defend or continue the legal proceedings, then we only cover the insured (subject to the policy limit) for:

7.7.1.1 the amount we could have settled for; less

7.7.1.2 the relevant excess listed in the schedule; plus

7.7.1.3 the claim investigation costs calculated to the date the insured elected not to consent to the settlement.

7.8 *Time Limits*

7.8.1 If we reject a claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 180 (one hundred and eighty) days from the date of such communication, make written representations or institute legal proceedings against us.

7.8.2 We are not liable after 36 (thirty six) months from the date of the event that gives rise to a claim, unless the claim is the subject of court action or arbitration for amounts for which you may become legally liable.

8. EXCLUSIONS

8.1 Unless specifically so noted in the schedule, we will not indemnify you in respect of liability directly consequent upon, or by, or in connection with injury to any person employed by the insured or in an apprenticeship and arising from and in the course of such employment with the insured.

8.2 We will not indemnify the insured in respect of any liability relating directly consequent upon or by or in connection with damage to:

8.2.1 property belonging to the insured;

8.2.2 property in the custody or control of the insured including property belonging to any partner, director or employee of the insured. This includes all equipment and property specifically hired to host or present the event for which you are responsible

8.2.3 claims for the cost of physical modifications to the premises, plant or equipment owned or occupied by the insured

8.2.4 the negligence of subcontractors or service providers of the insured; unless specifically noted to be included as per the Policy Schedule

8.2.5 damage as a result of the wilful misconduct, act or omission of volunteers;

8.2.6 damages to the venue(s) as described in the schedule, unless otherwise specified and noted in terms of the schedule and subject then to a pre- event and post - event inspection of the venue being conducted according to our specification;

8.2.7 unless otherwise specified in the schedule, to that part of any property on which the insured is or have been working such as the field; walls; pitch; grass or any surface

8.2.8 area of the venue, if such damage results directly from such work and if so noted in the schedule, subject then to a pre- event and post event inspection of the venue being conducted according to our specifications;

8.2.9 liability consequent upon injury or damage directly caused by or through or in connection with:

8.2.9.1 any advice or treatment of a professional nature (other than first - aid treatment) given or administered by or at the direction of the insured; unless specifically endorsed to be included.

8.2.9.2 any liability dealt with in the ROAD ACCIDENT FUND or any of its predecessors in title or any subsequent and similar legislation dealing with the same type of liability.

8.2.9.3 furthermore, the ownership, possession or use by, or on behalf of the insured of any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, DRONES or similar aerial devices and rolling stock whilst being used by the insured or a third party will not be covered.

8.2.9.4 Any physical damage to any mechanically and self-propelled vehicle or trailer or any watercraft, locomotive, aerial devices or rolling stock whilst being used at an event, however caused

8.2.9.5 the ownership, possession, maintenance, operation or use of aircraft or an airline, hot-air balloon and all and any other aerial devices.

8.2.9.6 goods or products (including containers and labels) sold or supplied that is happening elsewhere other than the premises occupied by the insured;

8.2.9.7 any defect or error or omission from work that occurs after completion and handing over of such work.

8.2.9.8 unintentional; dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this policy;

8.2.9.9 vibration or by the removal or weakening of or interference with support to any land, building or other structure.

8.2.9.10 liability assumed by Policy (other than under the insured's own standard terms and conditions) as long as it has been accepted by us in writing, more specifically described as:

8.2.9.11 pollution or contamination, provided always that this exception will not apply where such seepage, pollution or contamination is caused by sudden unintended and/or an unforeseen occurrence; and/or

8.2.9.12 the cost of removing nullifying or cleaning up seeping, polluting or contaminating substances unless the seep-age was unintended and was as a result of an unforeseen occurrence.

8.2.9.13 fines, penalties, punitive, exemplary or vindictive damages, whether contractual; delictual or legislative

8.2.9.14 intoxicating drugs and/or alcohol where a person has injured themselves due to their own intoxication

8.2.9.15 Unless included in the schedule, we will not cover any injury, damage or loss that was caused by an animal.

8.2.9.16 We will not be held liable for any person or third party contracting the Acquired Immune Deficiency Syndrome ("AIDS"), Hepatitis B, and Hepatitis C in any form whatsoever.

8.2.9.17 pyrotechnics, fireworks and related activities;

8.2.9.18 defamation, libel, slander or breach of copyright including the misuse of computer software;

8.2.9.19 asbestos and silicosis in whatsoever form or quantity;

8.2.9.20 consequential economic or pecuniary loss;

8.2.9.21 any form of performance, surety, credit or financial guarantee

8.2.9.22 assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the insured; or any

8.2.9.23 injury to members of the public attending the event, including sexual assault, sexual harassment, sexual molestation or rape, unless it is found by a competent court that the insured was negligent in not providing sufficient protection to the public in order to avoid such injury.

8.2.9.24 or indirectly caused by:

8.2.9.24.1 an interruption event including but not limited to civil commotion, labour disturbances, riot, strike, lockout, or public disorder or any act or activity that is calculated or directed to bring about any of the aforegoing, unless it is found by a competent court that the insured was negligent in not providing sufficient protection in order to avoid such damages from this cause.

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

8.2.9.24.3 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege; or

8.2.9.24.4 Terrorist actions, insurrection, rebellion or revolution;

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

8.2.9.26 any act that is calculated or directed to bring about injury or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial,

8.2.9.27 local or tribal authority, or for the purpose of inspiring fear in the public of any section thereof;

8.2.10 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in the abovementioned sections.

8.2.11 alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking)

8.2.12 Foreign Courts Claims: this policy does not cover any action first brought in a court outside of the Republic of South Africa or any action brought in a court within the Republic of South Africa to enforce a judgment handed down in a court outside of the Republic of South Africa.

8.2.13 Punitive and Exemplary Damages Claims. These claims include:

8.2.13.1 claims for punitive, aggravated or exemplary damages for fines or penalties,

8.2.14 Intentional Damages. These claims include:

8.2.14.1 claims arising from acts, errors or omissions by the insured or any person entitled to indemnity under this policy with the intention of causing a third -party loss, damage or injury, or with reckless disregard for the consequences; or

8.2.14.2 Any wilful breach of any statute, policy or duty by an insured or any person entitled to indemnity under this policy.

8.2.15 De-registration: Insofar as the insured is required by law to maintain a statutory registration in order to be entitled to practise or provide the professional services, claims arising from acts, errors, or omissions by or on behalf of the insured subsequent to the cancellation or suspension of such statutory registration.

8.3 Unless otherwise provided, nothing in this policy will give any rights to any persons other than the insured. Any extension providing indemnity to any person other than the insured will claim on behalf of such person/s. The receipt of the insured will in every case be a full discharge to us.

8.4 If alleged that, by reason of this exception, injury or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

8.5 If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event, the policy will automatically lapse and if continuous cover is required additional premiums will become payable for a new policy.

9. EXTENSIONS

9.1 The following extensions are deemed to be included (only if so stated in the schedule) and will be subject to the relevant indemnity limits and excesses as stated in the schedule as well as be subject to the same terms and conditions and/or provisions contained in this policy, provided that the aggregate liability limit of cover does not exceed the limit of the indemnity as stated in the schedule (whether any extension applies or not):

9.1.1 If the insured requests it, we will indemnify the insured against costs for which the insured who will become liable to pay to employees and/or third parties for immediate **emergency medical** treatment howsoever caused as may be necessary up to the limit of indemnity stated in the policy schedule. This section is payable immediately upon an accident but will cease as soon as the injured party has arrived at a medical facility.

9.1.2 If the insured requests it, we will indemnify the insured against damages for which the insured might become liable to pay for any **employee, partner or director** of the insured against costs and expenses incurred by or on behalf of such person with our written consent, in the defence of any action brought against such person in the course of his/her occupation with the insured arising from an alleged contravention of legislation, such consent to be given by us on the basis of specific terms and conditions.

9.1.3 If the insured has requested it, we will indemnify the insured only and the persons mentioned in the schedule responsible for the erection of the **temporary structure** if an injury or damage at the venue is directly caused by the collapse of the temporary structure for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.4 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by the supply of **food or drink** for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.5 If the insured has requested it, we will indemnify the insured against loss, damage or injury directly caused by **spread of fire**, but not fire to the venue itself or any property in the care; custody or control of the insured, for which the insured might become legally liable to pay to third parties, up to the limit of indemnity in terms of the policy as stated in the schedule.

9.1.6 If the insured has requested it, we will indemnify the insured against any loss, damage or injury directly caused by-

9.1.6.1 any loss, damage or injury directly caused to any person whilst **participating** in and during an insured sporting event up to the limit of indemnity in terms of the policy stated in the Schedule

9.1.6.2 assault or battery committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or be placed in custody by the police or a law enforcement officer.

9.1.6.3 injury, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of an investigation of acts of shoplifting or theft or defamation including defamatory statements, whether written or verbally made by the insured.

9.1.7 **Statutory Legal Defence Costs** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against costs and expenses not exceeding the amount stated in the schedule incurred by or on behalf of the insured or any employee, partner or director of the insured with our consent in the defence of any prosecution of the insured or any employee, partner or director of the insured arising from an alleged contravention of any statute in the course of the business during the period of insurance.Provided that:

9.1.7.1 in the case of an appeal, we shall not indemnify such person unless a senior counsel approved by us shall advise that such appeal should, in his opinion, succeed.

9.1.7.2 we shall not indemnify such person in respect of any fine or penalty imposed or any loss consequent thereon.

9.1.7.3 such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply.

9.1.8 **Wrongful arrest and defamation** If the insured has requested it, we will indemnify the insured or any employee, partner or director of the insured against damages:

9.1.8.1 resulting from wrongful arrest (including assault in connection with such Wrongful arrest);

9.1.8.2 in respect of defamatory statements whether written or verbal; provided always that the limits of indemnity shall not exceed the amount stated in the schedule.

10. OTHER INSURANCE

10.1 The insured must immediately advise us in writing of any insurance already affected or which may subsequently be affected covering in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this policy.

10.2 If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

10.3 Unless otherwise noted in the schedule, where more than one insured is named in the schedule, we will indemnify each insured separately and not jointly, provided that our aggregate liability does not exceed the limit of the indemnity stated in the schedule.

10.4 Subject to it being noted differently in the schedule, and save for as provided for in terms of this clause 10, we will also not cover any insured in the event of any co-insured proceeding with litigation against a fellow co-insured for any cause of action covered in terms of this policy.

11. INFORMATION THAT AFFECTS THE RISK

11.1. We may declare the whole or any part of this policy invalid if you have not given us all the details that affect the risk; or

12. THE EXCESS

12.1. We only cover the insured (up to the policy limit) for that part of the covered claim above the excess.

12.2. The insured must pay only one excess for all covered claims or losses covered by this policy arising from the same claim.

12.3. Should a claim arise from various incidents occurring at the same event, an excess shall apply in respect of each incident.

13. LOSS PREVENTION

13.1. The insured shall, as a condition to cover under this policy, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any claim or loss that may be covered under this policy.

14. GENERAL PROVISIONS

14.1. The insured may not cancel the policy and reclaim premiums paid after written acceptance has been received from us, except following the cancellation of the insured event.

14.2. Before this policy came into effect, we were provided with information by or on behalf of the insured in the proposal. We have relied on this information to decide whether to enter into this policy and on what terms.

14.3. If any of that information is wrong or false, it may affect entitlement to cover under this policy.

14.4. This policy is in force for the period of insurance stated in the Schedule.

14.5. If full payment of the gross premium as stated in the schedule is not made, there is no cover.

15. GENERAL PROVISIONS - CLAIMS

15.1. Any claim made in writing against the insured as a result of an occurrence reported in terms of the (herein termed occurrence) will be treated as if it had first been made against the insured on the same day that the insured reported such occurrence to us.

15.2. The insured must give notice to us of any fact, occurrence or circumstance that materially changes the assessment of the risk and premium charged at the time when the policy was effected. Failure to notify us will render the policy void, alternatively, we will not have to pay out a claim, the choice of which will be at our sole discretion.

15.3. We do not provide cover for any of the following claims, (or losses or liabilities) or any associated costs:

15.3.1 known claims and known circumstances that include:

15.3.1.1 known claims (or losses) as at the inception date of this policy; or

15.3.1.2 claims (or losses) arising from a known circumstance; or

15.3.1.3 claims (or losses) directly or indirectly based upon, attributable to, or in consequence of any such known circumstance or known claims (or losses); or

15.3.1.4 claims (or losses) disclosed in the proposal or arising from facts or circumstances disclosed in the proposal; or

15.3.1.5 to the extent that the policy is endorsed or amended mid-term, for any claim that arose from a known circumstance (as set at the effective date of the amendment / endorsement) to the extent that the claim would not have been covered by the policy before such amendment/endorsement.

15.4. If there is any fact or misstatement in the proposal that relates to an insured, we do not attribute it to any other insured, for the purposes of this policy, unless the insureds were aware of the misstatements.

15.5. In the event of amounts recoverable from us being delayed, pending finalisation of any claim, payment on account may be made to the insured, if required, at our sole discretion.

15.6. ***Specific Conditions***

15.6.1 It is warranted by the insured that it will fully comply with all and any legislation relating to the organising of the event forming the subject of this policy, as contained in the various relevant acts; regulations and ordinances that might be applicable from time to time and the insured warrants further that it has taken all steps to comply therewith for purposes of this policy and for the holding of the event.

15.6.2 Any non- compliance with such legislation could void our liability under this policy.

15.7. ***Jurisdiction***

15.7.1 This policy is governed by the law of the Republic of South Africa whose courts will have sole jurisdiction for the adjudication of any dispute that might arise in terms of this policy.

Cancellation or Lapsing of the Policy

15.7.2 In the event of cancellation or Lapsing of the policy:

15.7.2.1 Any claim resulting from a reported occurrence, first made in writing against the insured during the 6 (six) months immediately following the cancellation will be treated as having been made against the insured on the same day that the insured reported the occurrence. If the claimant is a minor, the period of 36 (thirty six) months will be extended until the expiry of 12 (twelve) months after the attainment of the majority of the claimant.

15.7.2.2 such reported occurrence happened during the period that the insured held insurance with us; and that

15.7.2.3 any subsequent claim reported in writing against the insured as a result of such occurrence will be treated as if it had first been reported on the last day preceding the cancellation and is subject to, the 6 (six) month period and extended period of 36 (thirty six) months if the claimant is a minor as more specifically set out in clause 15.7.2.1 above.

15.7.3 Any series of claims made against the insured in writing by one or more than one claimant during any period of insurance consequent upon one occurrence or a series of occurrences with one original cause or source will be treated as if they all had been made against the insured:

15.7.3.1 on the date that the occurrence was reported in writing by the insured in terms of the general conditions; or

15.7.3.2 If the insured was not aware of any occurrence that could have given rise to a claim, on the day that the first claim of the series was reported in writing against the insured.

15.7.4 It must be clearly noted that if the policy was cancelled or lapsed due to non-payment of premium or due to any breach on behalf of you or any party noted as the Insured then no cover will be effective for any part or period.

15.8. **Amendments to conform to Law**

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

KEU
UNDERWRITING MANAGERS (PTY) LTD

DISCLOSURE DOCUMENT

IMPORTANT – PLEASE READ CAREFULLY (This notice does not form part of the insurance contract or any other document.)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1. Financial Advisory & Intermediary Services Act No. 37 2002 "FAIS Act"

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Service Provider for further assistance.

2. About the Financial Advisor (Broker) /Intermediary

Name:	*COMMRISK INSURANCE BROKERS (PTY) LTD - JHB*		
Company Registration Number:	*2001/007230/07*		
FSP Number:	*13839*		
Postal Address:	*P O BOX 254, PINEGOWRIE, 2123*	*Physical Address*	*FOURWAYS VIEW OFFICE PARK, BLOCK A, CNR SUNSET BOULEVARD & ROCKERY LANE, LONEHILL EXT 44 - FOURWAYS, 2123*
Tel Number:	*011 840 7000*	*Fax Number:*	*011 840 7097*
Email:	*gaylew@commrisk.co.za*	*Website:*	*www.commrisk.co.za*

Legal status of your Financial Advisor/ Intermediary

This information must make it clear which entity accept responsibility for the actions of the broker or representative who advised you.

3. Details of your Underwriting Management Agent (UMA)/ Binder Holder

KEU Underwriting Managers (PTY) LTD, Company Registration No 2013/209781/07

"Authorised Financial Services Provider Licence No. 5076"

Category Licence: Short-term Insurance – Commercial and Personal Lines (advice and intermediary services)

Physical Address:	*Postal Address:*
88 Monkor Road, Randburg, 2125	*Postnet Suite 125, Private Bag X10030, Randburg, 2125*

Telephone: 0861 00 00 90 Fax: 0861 00 00 30 Email: info@keu.co.za / www.keu.co.za

We accept liability for all financial advice and intermediary services provided by our representatives, which services may be provided under supervision. All representatives appointed by us meet the regulatory Fit and Proper standards.

- *We act in terms of a Binder Holder Agreement with the Insurer and receive a binder fee of not more than 10 to 15% of the gross premium from the Insurer.*
- *We do not hold shares in the insurer and we did not receive more than 30% of our total remuneration from the insurer in the last 12 months.*
- *Our Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. Our policy Number is P51 004430.*
- *We are not required to hold any IGF cover as we do not collect any premium from policyholders.*
- *"Our Intermediaries earn commission of 12.5% in respect of Motor business and a structured commission between 10% and 20% in respect of Non-Motor business on the gross premium shown in the policy schedule.*
- *Our Conflict of interest policy is available on our website at www.keu.co.za*

Details of our Compliance Officer:

Omega Compliance Solutions (Pty) Ltd, Reg No 2019/137901/07

Physical Address:	*Postal Address:*
Ground floor, Lakeview House, Constantia Office Park, Corner 14th Avenue and Potgieter Street, Weltevreden Park, Roodepoort, 1709	*PO Box 3368, Pinegowrie, 2123*

Contact details: (info@omegacs.co.za, 011 678 2533)

The Compliance Officer is Mr B Thomas who is contactable at the numbers above.

- *Complaints should be written, emailed or faxed to KEU offices and a copy thereof forwarded to the Compliance Officer at the address and fax number noted above.*

4. Details of your Insurer

Centriq Insurance Company Limited (The Insurer), Company Registration No 1998/007558/06, Financial Services Provider No 3417
Category Licence: Short-term Insurance – Commercial, Life and Personal Lines (advice and intermediary services)

Physical address:
The Oval, Second Floor, West Wing,
Wanderers Office Park, 52 Corlett Drive,
Illovo, 2196

Postal address: PO Box 55674, Northlands, 2116

Telephone Number: 011 268 6490 Fax Number: 011 268 6495 E-mail: info@centriq.co.za / www.centriq.co.za
The Compliance Officer is assisted by Compli-Serve (Pty) Ltd, who is contactable at the numbers above and email below.
Email: compliance@centriq.co.za
The Claims Manager is contactable at the numbers above and email below.
Email: claims@centriq.co.za
In the event of a complaint, please contact.
Email: faiscomplaints@centriq.co.za / claimscomplaints@centriq.co.za
The Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. The policy Number is P51 004430.
We accept liability for all financial advice and or intermediary services provided by our representatives, which services may be provided under supervision. All representatives appointed meet the regulatory Fit and Proper standards.

5. Extent and nature of premium obligation

- *The premium and all accompanying charges are detailed on your policy schedule. The type of policy is described on the document attached.*
- *Payment method:*

Once-off risks:	*Premium payment is due prior to the inception of cover.*
Annual policies:	***IGF intermediaries** – Payment of premium is due within 15 days from the end of the month of collection.*
	***Cash intermediaries** – Payment of premium is due at inception of cover.*
	***Monthly payments or debit order payments** – Final instalment of current period of insurance is due 30 days prior to the renewal date of the upcoming period as stipulated in the policy schedule.*

- *Consequence of non-payment:*

The premium must be paid by the due date. Where such premium is by monthly debit order, the onus will be on you to ensure that the monthly premium is met by the financial institution and should you fail to pay any monthly premium or annual premium within 15 days of the due date, no claim shall be payable to you and the cover will be cancelled.

6. Other matters of importance

- *You must be informed in the event of any material changes to the information referred to in point 1, 2 and 3 above.*
- *If the information in point 1, 2 and 3 was given orally, it must be confirmed to you in writing within 30 days for annual policies or within 2 working days for once-off risks.*
- *If any complaint is not resolved to your satisfaction by the intermediary and/or insurer, you may submit the complaint to the Short-term Insurance Ombudsman whose address appears at the foot of this notice.*
- *A polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.*
- *If premium is paid by debit order:*
  - *– it may only be in favour of one person and may not be transferred without your approval; and*
  - *– your insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.*
- *Your insurer and not the intermediary must give you reasons in writing in the event of a claim being repudiated.*
- *Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.*
- *You are entitled to a copy of the policy free of charge.*

7. How to Institute a claim

- *Complete the appropriate claim form (available from your intermediary or KEU Underwriting Managers (Pty) Ltd) and forward to your insurer or intermediary.*
- *The incident giving rise to the claim must be notified to a police station within 24 hours and lodged in writing with your insurer within 30 days of occurrence.*
- *The office of the insurer is the branch address specifically marked on the attached schedule.*
- *Do not admit liability or negotiate with any person. Have your vehicle towed to a safe place.*
- *Note down the names and addresses of any witnesses.*
- *If you receive a summons or notice of impending legal action, notify your insurer immediately and forward any documentation to your insurer.*
- *Do not give any instruction to repair unless your insurer has approved it.*

8. Warning

(a) Do not sign any blank or partially completed forms.
(b) Complete all forms in ink
(c) Keep all documents handed to you

(d) Make note as to what is said to you
(e) Don't be pressurized to buy the product
(f) Study the policy with care immediately once it is received. If you have any uncertainties, discuss these with your insurer or intermediary.
Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance

9. Name, class or type of policy

Full details about the name, class and type of policy involved are reflected on your policy schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.

10. Particulars of:

Sasria Soc Limited	*The FAIS Ombud*
Company Registration Number: 1979/000287/06 FSP Number: 39117 PO Box 653367, Benmore, 2010 Physical address: 36 Fricker Road, Illovo, Sandton, 2196 Tel: +27 11 214 0800 / 086 172 7742 Fax: 011 783 0781 / 086 172 7329 Email: info@sasria.co.za Website: www.sasria.co.za Details of the compliance department: contactus@sasria.co.za	*P O Box 74571, Lynwood Ridge, 0040 Physical Address: Sussex Office Park, Ground Floor, 473 Lynwood Road, Cnr Lynnwood Road and Sussex Avenue, Lynnwood , 0081 Tel: 012 470 9080 Fax: 012 348 3447 Email info@faisombud.co.za Website: www.faisombud.co.za*
Short-term Insurance Ombudsman	***Registrar of Short-term Insurance***
Physical address: 1 Sturdee Avenue, Cnr Bolton and Baker roads, First Floor, Block B, Rosebank Tel: 011 726 8900 Fax: 011 726 5501 Email: info@osti.co.za Website: www.osti.co.za	*PO Box 35655, Menlo Park, 0102 Physical address: Riverwalk Office Park, Block B, 41 Matroosberg Road, Cnr Garsfontein and Matroosberg Roads, Ashlea Gardens' Ext 6, Menlo Park, Pretoria, 0081 Tel: 012 428-8000 Fax: 012 347-0221 Website: www.fsb.co.za*

SPORT

SPEV 02/06/19 LIPTON CUP CHALLENGE 2019 - 4 - 10 AUGUST 2019

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R200 000, from the Events Budget and waiver the venue costs for the City's Banqueting Hall, subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 03/06/19 TORPEDO SWIMRUN CAPE TOWN - 17 NOVEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R100 000, from the Events Budget as well as the provision of lifeguards and the waiver of costs for City owned beaches by the Recreation and Parks department, subject to availability and that the line department absorbs the relevant costs.

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

SPEV 04/06/19 MATCH IN AFRICA (TENNIS) - 7 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R750 000 towards City and Event services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 05/06/19 52 SUPER SERIES CAPE TOWN - 29 FEBRUARY – 6 MARCH 2020

& 29 MARCH - 4 APRIL 2020

It was **RESOLVED** that the City **APPROVES** the event by providing an endorsement letter. Furthermore, the Events Department needs to engage with the Enterprise and Investment department and V&A Waterfront to obtain information with regard to the oceans economy and to provide input in terms of support towards ocean/boatbuilding related events.

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

SPEV 06/06/19 DRIFTCITY 2019 - 29 SEPTEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R250 000 toward City and/or Event Services, from the Events Budget and the waiver of venue cost for Grand Parade, subject to availability and that the cost be absorbed by the applicable line department.

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: 7 February 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: MATCH IN AFRICA 2019

OUR REF: 16/1/1/8/812

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020
SIGNATURE: ....

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

20367

Internal Contract Administration Form

Directorate:	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:	Reason / Name of Event:
NO BOUNDARIES EVENTS (PTY) LTD	**MATCH**

Department:	✓
Events	✓

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

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

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
02 JUN 2020
SIGNATURE: ....

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 p.p. L.Rix	01 JUN 2020
9.	Signed and dated by ED: Safety and Security and Events	
10.	Two witnesses	
11.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Yolande Quinton		2020-06-01