

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

WEIL ENTERTAINMENT (PTY) LTD

(Registration number: 2015/086604/07)

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

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2015

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TABLE OF CONTENTS

PAGE

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

ANNEXURES

A	City Services
B	Rights Package
C	Director's Resolution
D	Business Plan
E	Declaration
F	Payment Transfer Checklist

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7
D

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** in his capacity as the **Executive Director: Safety & Security**; and
- 1.2 **WEIL ENTERTAINMENT (PTY) LTD** a company registered in terms of the laws of the Republic of South Africa with registration number: **2015/086604/07** (hereinafter referred to as "**the RECIPIENT**") herein represented by **Stephanie Victoria Weil**, Identity Number: **891004 0056 089**, in her capacity as **CEO**.

2. DEFINITIONS

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

2.1.1	"Bank Account" means: Name of Account Holder: Weil Entertainment (PTY) LTD Name of Bank: Nedbank Account Number: 1188817078 Branch Number: 198765 Account Type: Current account
2.1.2	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.4	"City Services" means all services rendered by the CITY to events;
2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the <i>Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998)</i> ;

2.1.6	"Commencement Date" means the date of signature hereof;
2.1.7	"Commercial Sponsorship Agreement" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	"Completion Date" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event hosted during each financial year;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means the Miss South Africa 2020 be held on or about 24 October 2020 and the pre-production thereof commencing on or about 31 August 2020.
2.1.11	"Expenditure" means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	"Event's Organiser" means the Party as described in clause 1.2 herein being;
2.1.13	"Financial Year" means the financial year of the CITY commencing on 1 July 2020 and ending on 30 June 2021 of any given year;
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;
2.1.17	"Rights Package" means a series of rights acquired by the CITY through supporting events. The package of rights is a commercial transaction where the CITY obtains rights to promote its brand through various event activities. The Rights Package applicable to this Event is attached hereto as Annexure "A" ;
2.1.18	"the Act" means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;
2.1.19	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.20	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.21	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City;
2.1.22	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

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- 2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.
- 2.3 Any reference in this Agreement to:
- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
 - ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
 - iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).
- 2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.5 The headings do not govern or affect the interpretation of this Agreement.
- 2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.

- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

3. PREAMBLE

- 3.1 Miss South Africa is a pageant event production, in which women compete for the title of Miss South Africa generally, and Miss South Africa 2020 specifically, in regard to this Agreement. The 2020 pageant event production is set to showcase *inter alia* the strength, diversity and beauty of South African women as well as the City of Cape Town to an international audience.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.
- 4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.
- 4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.
- 4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.
- In terms of the Events Policy ('the Policy'):
- 4.5 The Policy was approved by Council on 29 May 2013.
- 4.6 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City,

the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focusses on supporting the Opportunity City, the Safe City and the Inclusive City.

- 4.7 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.
- 4.8 This Event falls within the scope of application of the Policy.
- 4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.
- 5. CASH TRANSFER**
- 5.1 For the Events to be hosted from the **24 October 2020**. The CITY shall transfer payments of:
- 5.2 A payment of **R990 000 (Nine Hundred and Ninety Thousand Rand Only) (15% VAT where applicable)** ("the Cash Transfer") in respect of the City's Financial Year **2020/2021** and subject to the CITY obtaining the necessary approval for the Cash Transfer.
- 5.3 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years.
- 5.4 The utilisation of the Cash Transfer shall be for support of the Event to be presented as described in this Agreement and the Events and/or Business Plan (**Annexure "D"**).
- 5.5 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. Subject to the City obtaining all the necessary documents as stipulated in Annexure **"E"**.

5.6 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above and 9.1.2 below.

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

6. DURATION OF THE AGREEMENT

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

7. VARIATIONS TO THE AGREEMENT

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

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 In respect of financial reporting

8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve its targets and outputs as recorded in Annexure "D" of this Agreement.

8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.

8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.

- 8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.
- 8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.
- 8.1.6 The Funds will be utilised in accordance with the purpose of the Event.
- 8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.
- 8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.
- 8.1.9 RECIPIENT shall keep a separate ledge account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.
- 8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.
- 8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.
- 8.1.12 RECIPIENT will:
- 8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;
- 8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;
- 8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and
- 8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

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

8.2 In respect of reporting in terms of the policy

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

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

8.3 Compliance:

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

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

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

- 8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as **Annexure "A"** in addition to ensuring the City is granted the first right of refusal to hosting the following Miss SA events in 2021 and 2022;
- 8.4.1.2 ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with;
- 8.4.1.3 obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period stipulated in clause 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;
- 8.4.1.4 obtain public liability insurance for the Event Policy as stipulated in clause 14 herein;
- 8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.
- 8.4.1.6 **Employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;**
- 8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;
- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;

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

8.4.2 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT to reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

9. OBLIGATIONS OF THE CITY

In regard to:

9.1 The Cash Transfer and Additional City Services:

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

9.2 Monitoring and Evaluation:

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

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

9.3.1 The CITY shall provide the following Event services:

City Services not exceeding the amount of **R10 000 (Ten Thousand Rand Only) (15% VAT where applicable)**. Should the City services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs required for the event.

9.3.2 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.

10. MONITORING AND EVALUATION

- 10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 10.2 The reporting mentioned in clause 8 must be submitted to **the Executive Director: Safety and Security** in the CITY.
- 10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:
- 10.3.1 On-site visits during the validity of this Agreement;
 - 10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;
 - 10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.
- 10.4 RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.
- 10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.
- 10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).
- 10.7 Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.

11. FORCE MAJEURE

11.1 Subject to clause 16 herein, should any Party (hereinafter referred to as the "**Invoking Party**") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, draught, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "**force majeure**") then:

- 11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
- 11.1.2 specifying the cause and anticipated duration of the *force majeure*; and
- 11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.

11.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 11.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 11.1.1 and 11.1.3.

11.4 If the *force majeure* continues for more than 30 (thirty) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

12. DISPUTE RESOLUTION

12.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.

12.2 Any dispute arising out of or in connection with this Agreement must, in the first

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instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.

- 12.3 Should the persons referred to in clause 12.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.
- 12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.
- 12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:
- 12.5.1 Interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;
- 12.5.2 any other form of relief on the basis of facts which are not disputed;
- 12.5.3 payment of any amount due in terms of this Agreement; or
- 12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.
- 12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any

other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

13. DOMICILIUM CITANDI ET EXECUTANDI

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

13.1 The CITY: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security.

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone 021 400 3355

Fax: 021 400 5923

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

13.2 RECIPIENT: -

Attention: Stephanie Victoria Weil

CEO

WEIL ENTERTAINMENT (PTY) LTD

313 Rivonia Road

Morningside Hub

Edenburg, Sandton

Cape Town

2128

Tel: 082 902 0012

Email: stephanie@misssa.co.za/

stephanie@ninesquared.co.za

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

14. INDEMNITY AND INSURANCE

14.1 RECIPIENT hereby indemnifies the CITY against any claims, which may be made against RECIPIENT and/or the CITY, for any claim that may arise as a

result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by RECIPIENT (its employees, officials and representatives/agents) and/or its subcontractors, in the course of this Agreement.

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

conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.

- 14.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.
- 14.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.
- 14.9 **RECIPIENT further confirms that in the event of RECIPIENT being under insured or its Insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.**
15. **BREACH CLAUSE**
- 15.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY after becoming aware of the alleged breach must notify RECIPIENT in writing to remedy the breach and RECIPIENT must remedy the said breach within 7 (seven) days from receipt of the demand;
- 15.2 In the event of RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 15.2.1 Cancel the Agreement and claim any damages, together with interest; or
- 15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or
- 15.2.3 Demand Specific Performance together with a claim for any damages and applicable interest.
- 15.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
- 15.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
- 15.3.2 The Cash Transfer being mismanaged by RECIPIENT;

- 15.3.3 The Event was ceased by RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
- 15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or
- 15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-
- 15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or
- 15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or
- 15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.
- 15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or
- 15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.
- 15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

16. NO FAULT TERMINATION

The Parties hereby agree that should the Event be cancelled by the Recipient for convenience or not proceed for reasons other than force majeure, vis major or social unrest, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may discontinue the CITY Services (where applicable) on written notice to RECIPIENT.

17. GENERAL

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

18. CESSION AND ASSIGNMENT

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

19. INTELLECTUAL PROPERTY

- 19.1 All Intellectual Property rights of whatsoever nature belonging to either Party, including, without limitation, the Party's logo, emblem or any other form of corporate identity, shall remain vested at all times in that Party.
- 19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.
- 19.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.
- 19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

20. CONFIDENTIALITY

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

privity to such information shall first undertake in writing to protect the confidential nature thereof.

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

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

21. **LIMITATION OF LIABILITY**

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

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

22. **NATURE OF RELATIONSHIP**

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

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

23. IMPLEMENTATION AND GOOD FAITH

- 23.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.
- 23.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.
- 22.3 The Recipient warrants that all directors, board members or trustees have no adverse findings in terms of the Prevention of Organised Crime Act of 1998 or criminal convictions against them, and in the event of such warranty being falsely given this agreement would be of no force and effect.

24. JURISDICTION

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

25. COSTS

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

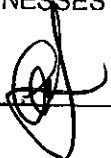
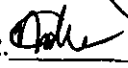
26. SIGNATURE

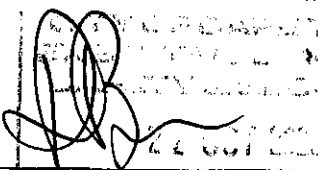
- 26.1 This agreement is signed by the Parties on a date and at the places recorded herein.
- 26.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed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

26.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

SIGNED at CAPE TOWN on this 22nd day of OCTOBER 2020.

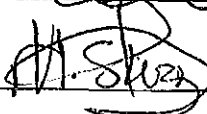
AS WITNESSES

1. 
2. 


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

SIGNED at CAPE TOWN on this 21 day of OCTOBER 2020.

AS WITNESSES

1. 
2. 


RECIPIENT
STEPHANIE VICTORIA WEIL
CEO
(WHO WARRANTS HER
AUTHORITY HERETO)

ANNEXURE "A"

CITY SERVICES

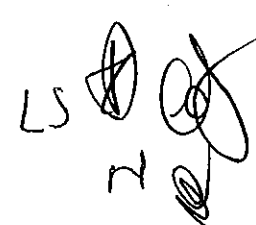
1. The CITY shall provide Event Services to the value not exceeding **R10 000 (Ten Thousand Rand Only) (15% VAT where applicable)**. Should the Event services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs. The City Services include, inter alia:

- Event Services
- Traffic
- Metro Police
- Law Enforcement
- Fire and Safety
- Disaster Risk Management
- Cleaning

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LS

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Handwritten signatures and initials, including 'LS' and '21', and several illegible signatures.

ANNEXURE "B"

RIGHTS PACKAGE

Partnership rights

Miss South Africa presented by Weil Entertainment, City of CT, MNet & Mzansi Magic and Sun International.

Pageant finale – advertising during show & presenter mentions

R1,2million+ (one million two hundred thousand Rand plus);

Advertising during show (including, 1 (one) ad break adverts, 4 (four) presenter mentions and 9 (nine) ad bumpers).

Pageant finale. - Independent Advertising airtime on Mnet & Mzansi

R400k + (four hundred thousand Rand plus).

Pageant finale – insert during the show

1 (one) minute insert – own advert; and

The Event Organiser will produce a 30 (thirty) second insert using the Miss SA 2020 Top 10 finalists showcasing the City of Cape Town and/or excursions in Cape Town.

Tickets – The Event Organiser will allocate 15 tickets to the City of Cape Town.

Logo on all promotional material to promote the pageant finale;

Logo on all promotional TV material for pageant finale.

Sponsors reel

PR value – pageant year

R20million + (twenty million Rand plus).

Usage of winner/s for campaigns and photoshoots

2 x Miss SA 2020;

1 x 1st runner-up;

1 x 2nd runner-up;

(6 (six) month usage)

Usage of finalists for campaign and/or photoshoot

City of CT to carry campaign/photoshoot expenses.

Social media – Official Miss SA, winner & finalists

1 x monthly permanent social media post each month on Official Miss SA social media platforms for pageant build-up phase – August, September & October 2020;

Top 10 finalists to each do monthly posts from August to October 2020;

Top 10 finalists to do unlimited story posts during production filming and pageant week;

Year of reign – 1 x permanent social media post on either Official Miss SA or Miss SA 2020 winner's social media platforms every 3 (three) months (platform to alternate each month);

Stand alone social media post on Official Miss SA social media platforms announcing pageant finale will be in Cape Town – announcing City of Cape Town as the hosting city; and

Location tagging of all pageant finale posts to be Cape Town.

Event appearances during year of reign

2 x Miss SA 2020;

1 x Miss SA 1st runner-up;

1 x Miss SA 2nd runner-up;
1 x Top 10 finalists;
(Excludes travel and accommodation for Miss SA runner-up and/or a manager/chaperone);
and

Brand ambassador for a year – Miss SA 2020.

Digital

The CITY logo to be added to the Official Miss SA 2020 sponsors tab, post media announcement of finale;

Event Organiser to produce highlight videos to the CITY of Top 10 finalists doing excursions in Cape Town. The CITY to advise which excursions/tourist attractions to feature, Miss SA would then like to film these videos/excursions between 3 and 14 September 2020. All highlight videos to be provided to the CITY and uploaded on Miss SA social media (IGTV and/or Youtube channel).

PR/media

The CITY and Miss SA to release a joint Press Release announcing Miss South Africa 2020 pageant finale will be in Cape Town on 24 October 2020; and

The CITY to advise on key PR elements that can be communicated throughout the sponsorship year.

Other

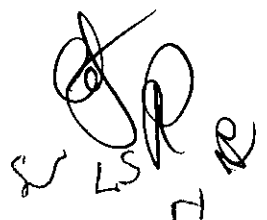
The CITY to arrange an interaction with the Mayor of Cape Town so that the Top 10 finalists can have a meet and greet day (to take place between 3 and 14 September 2020);

Opportunity for the Mayor of Cape Town to be involved in the Mother of the Nation segment in the finale show to be part of the prize handover to the winner;

City of Cape Town is welcome to activate any additional marketing materials including but not limited to lamp poles, billboards, etc. Artwork to be approved by the Event Organiser;

The CITY to advise if they have specific Covid-19 projects they would like Miss SA to get involved in. Miss SA to use its best endeavours to assess possible support thereof; and

The CITY to share existing visual content with Miss SA that showcase the City of Cape Town..

Handwritten signature and initials, possibly 'LSR' and 'R', with a large circular mark above them.

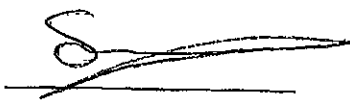
ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

- 1 That **WEIL ENTERTAINMENT (PTY) LTD** (hereinafter referred to as "the **RECIPIENT**") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the **CITY**"), in terms of which the **CITY** agreed to make certain resources and facilities available to the **RECIPIENT** and as consideration for the resources and facilities made available to it by the **CITY**, the **RECIPIENT** agreed to grant the **CITY** the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
- 2 That **Stephanie Victoria Weil** in his capacity as the **CEO** 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.

 Stephanie Victoria Weil	Date: 21/10/2020	Place: CAPE TOWN
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ANNEXURE "D"

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

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ANNEXURE "E"

DECLARATION

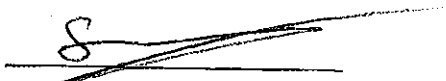
By

WEIL ENTERTAINMENT (PTY) LTD
for the 2020/2021 Municipality Fiscal Year

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

I, **STEPHANIE VICTORIA WEIL**, in my capacity as, the **CEO** of the **WEIL ENTERTAINMENT (PTY) LTD** hereby confirm that **WEIL ENTERTAINMENT (PTY) LTD** has in place effective, efficient and transparent financial management and control systems for the management of the transfer payment from the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at CAPE TOWN on this 21 day of OCTOBER 2020.

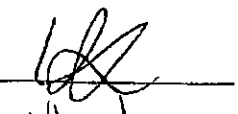

STEPHANIE VICTORIA WEIL

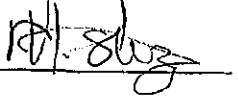
CEO

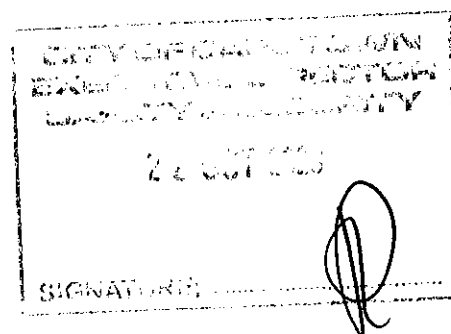
For and on behalf of

WEIL ENTERTAINMENT (PTY) LTD

AS WITNESSES

1. 

2. 



ANNEXURE "F"

PAYMENT TRANSFER CHECKLIST

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

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

Financial Year (the City's financial year): 1 July 2020 to 30 June 2021

No.:	DETAILS AND REQUIREMENTS
1.	ORGANISATION:Weil Entertainment (Pty) Ltd.....
2.	AIMS AND OBJECTIVES OF ORGANISATION: Miss SA is a leadership platform for ambitious young South African women. Through a pageantry process, contestants receive world-renowned coaching in addition to advanced networking, business and life skills. Moulded into brand ambassadors for our country, they become champions of women's rights, thought leaders and savvy career women who inspire other young South Africans to fulfil their potential, recognise their self-worth and find their place in the world. Miss SA is not a once-off event; we are a powerful organisation, a leading voice on female empowerment and a launchpad for much-needed social change.
3.	PROJECT OR PROGRAMME DETAILS: Miss SA 2020 finale confirmed to be in Cape Town Finale pageant date: 24 October 2020, 5pm to 7pm on MNet & Mzansi Magic (no live audience) – Pageant to be live streamed to Africa & International audience ***Pre-recorded production for 2 hour live finale show Draft timeline: 24 June to 16 July: Top 15 semi-finalists announcement & public voting 26 July to 6 Aug: Top 10 to be in JHB (make-overs, photoshoot, fittings, workshops, content shoots, profile videos shoot, etc.) ***5 Aug: Announcement of Top 10 finalists – virtually 7 Aug to 31 Aug: Top 10 @ home (Brand SA PYP, home content, etc.) 1 Sept to 12 Sept: Finale Production shoot in CT – <i>date might change to mid Aug</i> 13 Sept to 20 Sept: Excursions in CT, media interviews, City of CT, etc. 21 Sept to 15 Oct: Top 10 @ home (Brand SA PYP, home content, etc.) 16 Oct to 25 Oct: Pageant week in CT 21 Oct: Top 10 finals judging in CT 22 & 23 Oct: Rehearsals – dress rehearsal on 23 rd - in CT ***24 Oct: Pageant finale broadcast –in CT

	25 Oct to 1 Nov: media Miss SA 2020 & her manager in CT (official photoshoot, interviews, etc.)
3.1	Project or Programme Description – What is the proposed project’s focus, purpose or level of intervention? We are consciously transforming the definitions of pageantry and beauty, and the roles that they play in our society. We live in an era where women’s rights are well-known but dismally upheld. As a platform for female empowerment, we strive to set an example of inclusivity, diversity and the power of the female voice. Our contestants are young South African women of all backgrounds, appearances, belief systems and sexual orientations
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: The project will be carried out in and around Cape Town and be broadcasted locally on Mnet & Mzansi Magic Live as well as live streamed to an international audience
3.3	Number of attendees and/or participants: How many people attend the event? Attendance would usually be around 7500 pax however this year will be limited due to COVID restrictions 250pax including crew with guest attendance of 120 pax.....
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: At Miss South Africa, we have a number of different target audiences we need to be mindful of – our contestants, viewers and sponsors
3.5	Sponsorship objectives: Which companies are sponsoring the event? Mercedes Sun International Mnet & Mzansi Magic Brand SA City Of CT American Swiss Central Square Sandton Mia Bella Interiors Woolworths Bacher & Co Cahi Dental Steve Madden Sparke Cosmetics Lajawi Hair Veudry

	Neda Beauty Optimum Medical Pilates on 7th PWC Strands of Love Switch Playground
3.6	Swot Analysis: Strengths and Weaknesses: • Our reach: ○ 4.3% of the South African nation watched our programme in 2019 (2.5m viewers) ○ Our international numbers continue to grow ○ Our social media engagement: 474.2K FB followers, 108.1K Twitter followers, 161k IG followers ○ Polish raw diamonds: we teach the girls to fulfil their inherent potential rather than merely glossing up their external façade • No red tape: we operate as a boutique agency that is nimble, has quick decision making capacity and family oriented values • Aligned values: this team shares a deep passion for the brand and connection to one another, an incredible work ethic and a commitment to delivering only the best across all facets of the business • Paradigm shift: we view Miss SA as a brand that lives and breathes 365 days a year rather than a once-off event; we run it as a year-round business • Diversity: our contestants and representatives are completely unique, with vastly different looks, backgrounds, talents and voices. We add variety, interest and talkability to any international competition we participate in • Innovation: we are constantly pushing the boundaries to explore new concepts and angles to transform the experience, impact and value of the Miss SA brand • Accessibility: we are ensuring an increasingly accessible application solution for prospective contestants, moving away from the privileged city-centre approach to an online solution that allows for far greater convenience and uptake
3.7	Opportunities: How will you grow your event: Our vision is to be the continent's most female-centric company, chosen by consumers, brands and the media for our industry-leading content, highly engaged audience and influential thought leadership on women's empowerment.
3.8	Threats: Any concerns about the event: Only concern to ensure COVID-19 regulations are upheld by all members of the team to ensure safety of contestants.
3.9	Marketing and Media: Brief information on the plans (challenges):

	Miss South Africa is currently the leader in brand visibility and awareness, ensuring that we are constantly developing media and marketing strategies to showcase the pageant.
3.10	Economic Development and Tourism impact: At Miss South Africa, we have a number of different target audiences we need to be mindful of – our contestants, viewers and sponsors. While our communications may differ to each, the overarching message, positioning, personality and brand tone of voice must remain consistent in order to build a single-minded brand impression.
3.11	Legacy: Miss South Africa is a 62 year old brand and for the first time will be moving to Cape Town for the pageant – the City of Cape Town will receive international and local exposure alongside the brand. Miss Sa 2020 will be available to the city throughout her year of reign.....

4.	BUDGET
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4.1	Expenditure Budget - What is the anticipated expenditure to be incurred on this specific project or programme and what will the money be spent on? NOTE: - Transfer funding RECEIVED FROM THE CITY CANNOT BE USED TO FUND salaries and wages, municipal service accounts, telephone accounts, general administration expenses, etc. Any transfer funding that your organisation may receive from the City must only be used to fund expenditure directly related to the approved event ensuring that the target beneficiaries receive the full benefit of the transfer funding which will not happen if any funds are misused or are used to fund the types of expenditure mentioned. Your organisation must fund your own normal operating costs and any structures and other improvements made to your property and / or buildings. Your organisation must be properly registered, established and viable and provide the City with copies of your audited Annual Financial Statements where transfer funding received from the City is R50 000 or above or Income and Expenditure statement where transfer funding is less than R50 000. <table border="1"> <thead> <tr> <th>No</th> <th>Details (What will be done or how will the income reflected be utilised?)</th> <th>Amount (R)</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Production</td> <td>R5 000 000</td> </tr> <tr> <td>(ii)</td> <td>Logistics & Operations</td> <td>R5 000 000</td> </tr> <tr> <td>(iii)</td> <td>Training</td> <td>R2 000 000</td> </tr> <tr> <td>(iv)</td> <td>Security</td> <td>R80 000</td> </tr> <tr> <td>(v)</td> <td>Medics</td> <td>R20 000</td> </tr> <tr> <td>(vi)</td> <td></td> <td></td> </tr> <tr> <td>(vii)</td> <td></td> <td></td> </tr> <tr> <td>(viii)</td> <td></td> <td></td> </tr> <tr> <td>(ix)</td> <td></td> <td></td> </tr> <tr> <td>(x)</td> <td></td> <td></td> </tr> </tbody> </table> TOTAL BUDGET - EXPENDITURE 12 100 000	No	Details (What will be done or how will the income reflected be utilised?)	Amount (R)	(i)	Production	R5 000 000	(ii)	Logistics & Operations	R5 000 000	(iii)	Training	R2 000 000	(iv)	Security	R80 000	(v)	Medics	R20 000	(vi)			(vii)			(viii)			(ix)			(x)		
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(vii)																																		
(viii)																																		
(ix)																																		
(x)																																		

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

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	1 000 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	15 000 000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	n/a
(i)	TICKETING/ENTRY FEES	n/a
(ii)	MERCHANDISING	n/a
(iii)		
(iv)		
(v)		
(vi)		
TOTAL BUDGET - INCOME		16 000 000

Duly authorised person of the organisation:

Full Name: ...Stephanie Weil
 RSA ID Number
 8910040056089
 Position
 CEO

For Official Use Only

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

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

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

Line Department: - Events

Project Manager: - Josiah Arnoldus

Date: - 22/10/20

van Flymen & Associates (Pty) Ltd



97 Central St Houghton Estate Johannesburg, 2198 South Africa. • Telephone +27 (011) 442-6160
Direct Tel: +27 (011) 010 3239 • Direct Fax 086 457 4564
PO Box 46175 Orange Grove 2119 • E-Mail: mariam@vanflymen.co.za • www.vanflymen.co.za

26 May 2020

TO WHOM IT MAY CONCERN

RE: EVENTS LIABILITY INSURANCE CONFIRMATION

NINE SQUARED (PTY) LTD. & WEIL ENTERTAINMENT.

This letter serves to confirm that NINE SQUARED (PTY) LTD. & WEIL ENTERTAINMENT is insured through ITOO HOLLARD INSURANCE COMPANY LTD. under Policy No. SPL/SLFG/000017299, as follows:

<u>COVER</u>	<u>LIABILITY LIMIT</u>
- Public Liability:	R40 000 000
Extended Covers included:	
- Claims Preparation Costs:	R 250 000
- Collapse of Temporary Construction & Scaffolding:	R 1 000 000
- Damage to Leasing Rental Premises:	R 1 000 000
- Emergency Medical Expense:	R 250 000
- Statutory Legal Defence Costs:	R 250 000
- Wrongful Arrest & Defamation:	R 250 000

We trust you will find this in order however should you have any queries please do not hesitate to contact us.

Kind Regards.

Maria Mashiane.

Authorised Representative.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Solomzi Bezana
Legal Advisor

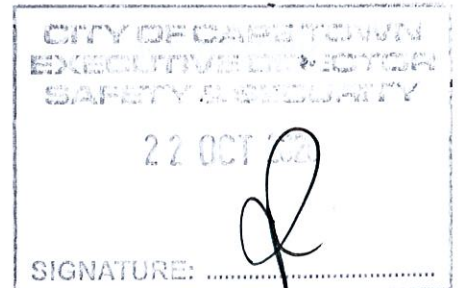
T: +27 21 400 6383 F: +27 21 400 5921
E: Solomzi.Bezana@capetown.gov.za

FINALISATION LETTER

DATE: 15 OCTOBER 2020

TO: DIRECTOR: EVENTS MANAGEMENT

IN RE: THE CITY OF CAPE TOWN // WEIL ENTERTAINMENT (PTY) LTD



Dear Director

1. Finalised contract in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above contract. Client Department was provided with an opportunity to peruse the agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. In the circumstances, Legal Services did not assess whether the contract's provisions were drafted in the City's best interest, nor were any improvements, structure or wording considered. Legal Services' assessment of the contract was limited only to whether the contract is legally compliant in accordance with the instructions received.
4. Legal Services confirms that this agreement is legally binding and maybe signed.
5. Ensure that every page of the agreement and annexures are initialled (including the witnesses) and relevant signatures are appended on the last page, when the agreement is being signed.
6. Ensure that all correct annexures are attached to the agreement.
7. This agreement may only be signed once the necessary authority has been obtained, which we are instructed.
8. **Ensure that the requisite authority and/or approval, regarding this contract, has been obtained and that ONLY the authorised/delegated official signs the contract and that all prescribed processes have been followed before the agreement is signed.**

RECOMMENDATION MADE BY THE SPECIAL EVENTS COMMITTEE BY MEANS OF AN ELECTRONIC
ROUND ROBIN PROCESS ON 20 JULY 2020:

SPEV 01/07/20 **MISS SOUTH AFRICA 2020 - 24 OCTOBER 2020 - ALT DATE: 7 NOVEMBER 2020**

It was **RECOMMENDED** that the City **SUPPORTS** the event the event with City and Event Services as well as financially up to an amount of R1 000 000, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 02/07/20 **SAACI: PROOF OF CONCEPT IN PERSON CONFERENCE**

It was **RECOMMENDED** that the City **SUPPORTS** the event financially with an amount of R49 185; from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

Ian

Neilson

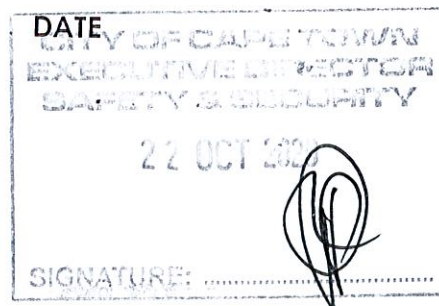
Digitally signed
by Ian Neilson

Date:

2020.09.10

09:08:09 +02'00'

CHAIRPERSON: ALD. I NEILSON



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

21262

Internal Contract Administration Form

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

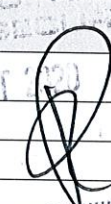
Agreement with:	Reason / Name of Event:
WEIL ENTERTAINMENT (PTY) LTD	MISS SOUTH AFRICA 2020

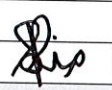
Department:	✓
Events	✓

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	Solomzi Bezana	✓
Unvetted		✓

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

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
22 OCT 2020
SIGNATURE: 

p.p.  22/10/2020

Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus		22/10/2020