



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

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 **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, 7.3.13, 9.7, the entire clause 13, the entire clause 15, 18.3, 18.4, 19.3 and the entire clause 20 have specific importance for the **RECIPIENT**.

Handwritten signatures and initials:
TOS
K. M. P.
M.
C.M.

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ANNEXURES

A	CITY Services
B	Rights Package
C	Director's/Members Resolution
D	Business Plan

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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 **Wayne de Roux**
- 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 "**the RECIPIENT**") herein represented by **Ms Stephanie Weil** with ID number: **891004 0056 089** in her capacity as a **Chief Executive Officer** of the Organisation and duly authorised hereto.

1. 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 2019 and ending on 30 July 2020;
2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);

2.1.6	"Commencement Date" means the date the services are delivered by the City 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;
2.1.8	"Event" means the Miss Universe Homecoming to be held on 14 February 2020 in Cape Town CBD ;
2.1.9	"Expenditure" means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.10	"Event's Organiser" means the RECIPIENT as described in clause 1.2 herein;
2.1.11	"Notice" means a written notice;
2.1.12	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.13	"RECIPIENT" means the Party described in 1.2 above;
2.1.14	"Signature Date" means the date on which this Agreement is signed by the Party signing last in time;
2.1.15	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.16	"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;
2.1.17	"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

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2.1.18	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.
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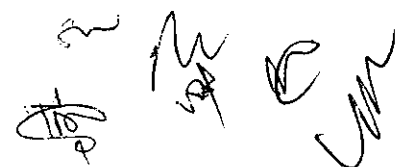
- 2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.
- 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.

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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 supersedes 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 **WHEREAS** Crowned Miss Universe on 8 December 2019 in Atlanta, Georgia in the USA, the Eastern Cape-born and bred beauty, Zozibini Tunzi will be presented with an incredible homecoming tour through Cape Town CBD. She will ride the Cape Town Carnival's colourful "Sunrise" float and accompanied by Carnival dancers wearing costumes fashioned in the South African flag colours.
- 3.2 **WHEREAS** 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 **WHEREAS** 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 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 focuses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.3 The Policy aims to create mutually beneficial 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.
- 4.4 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

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- 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 the last 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 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 violation of the warranties mentioned in clause 7.2.1.

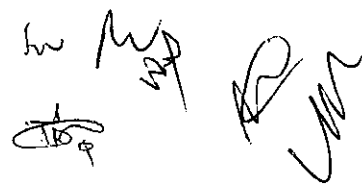
- 7.2.3 **Non-compliance with this clause 7.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof,**

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.

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- 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 above 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, it being recorded that all obligations to make payments in respect of 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 employee's official's representative/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.
- 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, exercise reasonable care and diligence in fulfilling its duties in respect of the Event.**

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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 permit, certificates and licences specifically relating to the Event and adhere to the requirement of Compliancy as mentioned in clause 7.2 above.

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

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

8. OBLIGATIONS OF THE CITY

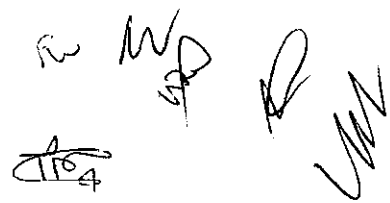
In regard to:

a. Monitoring and Evaluation:

- i. The CITY shall monitor and evaluate the RECIPIENT's performance (under this Agreement) in accordance with clause 8 herein.

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

- i. The CITY shall waiver the costs of the City owned facility (City Hall and Grand Parade) 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.
- ii. 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.
- iii. The CITY shall provide the following City services:

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City Services not exceeding the amount of **R200,000 (Two Hundred 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.

9. MONITORING AND EVALUATION

- 9.1 The reporting, as outlined in this clause and clause 9 of this Agreement, 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 clause 8 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 for the RECIPIENT, monitor the RECIPIENT progress regularly through:
- 9.3.1 On-site visits during the validity of this Agreement;
 - 9.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 9.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 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 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 grant officials of the CITY associated with 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 do proper monitoring and evaluation of the RECIPIENT.

9.6 The 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).

9.7 If it is found that the RECIPIENT is guilty of unlawful conduct or 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, 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:

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

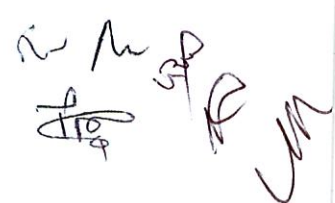
10.1.2 specifying the cause and anticipated duration of the force majeure; and

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 0 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 and 10.3.

10.4 If the *force majeure* continues for more than 10 (ten) 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: -

12.1 The CITY: -

Wayne le Roux
Attention: Mr ~~Richard Booman~~

Ado
copy
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: Ms Stephanie Well

Chief Executive Officer

27 Passfields

46 French Lane

Morningside

2196

Cell no.082 902 0012

Email: stephanie@ninesquared.co.za

- 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.

13 INDEMNITY AND INSURANCE

- 13.1 The RECIPIENT hereby indemnifies the CITY against any claims, which may be made against the 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 the RECIPIENT (its employees, officials and representatives and/or its subcontractors), in the course of this Agreement.
- 13.2 The 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 the RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by the RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the willful misconduct or gross negligence of the CITY.
- 13.3 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.

- 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.
- 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 14.6.1, 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 satisfaction of the City.
- 13.7 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.
- 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 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;
- 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;
- 14.3.3 The nature and quality of the Event does not reflect the standard and value – for – money use of the Transfer Payment by RECIPIENT;
- 14.3.4 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 notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.5 In the event of the CITY failing or being unable to remedy the 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 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 stop 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.

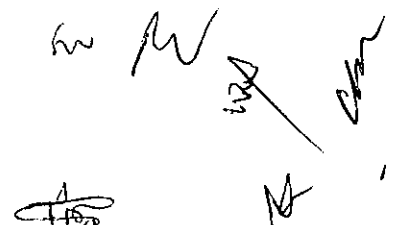
16.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

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

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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.

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 **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.**
- 18.4 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.

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 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, or as determined by the Minister.

19.3 **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 the **RECIPIENT**.

20 **LIMITATION OF LIABILITY**

20.1 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.

20.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the 1/12th of the extent of its 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 **RECIPIENT** has 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.

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 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.

24 COSTS

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

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.

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: one at the top right, one in the middle right, and one at the bottom right. The bottom right signature is followed by the letters 'um' and a large 'R'.

SIGNED at CAPE TOWN. on this 17 day of July 2020.

AS WITNESSES

1. [Signature]
2. [Signature]

[Signature]
Acting Director
THE CITY:
Wayne de Kock
MR RICHARD BOSMAN
EXECUTIVE DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS AUTHORITY
HERETO)

Acting
Director

SIGNED at MORNING SIDE on this 16 day of July 2020.

AS WITNESSES

1. [Signature]
2. [Signature]

[Signature]
WEIL ENTERTAINMENT PTY (LTD):
CHIEF EXECUTIVE OFFICER
STEPHANIE VICTORIA WEIL
(WHO WARRANTS HER
AUTHORITY HERETO)

[Handwritten notes and signatures]

ANNEXURE "A"

CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R200,000 (Two Hundred 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. The City Services include, inter alia:
 - Metro Police
 - Traffic Services
2. Waiver of venue costs, subject to availability
 - Grand Parade
 - City Hall
3. Services provided by the EO:
 - Artist Management
 - MC
 - Medics
 - Event Security
 - Safety Officer
 - Sound and Technical support
 - Stage, Stage Décor and Confetti Canons
 - Fencing

Handwritten signatures and initials at the bottom right of the page.

ANNEXURE "B"

THE RIGHTS PACKAGE

DESIGNATION:

- City logo placement on marketing collateral.
- The City of Cape Town to signed off on all City of Cape Town event logo placements.

ACTIVATIONS:

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

DIGITAL:

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

PR & MEDIA

- Speaking opportunity at start of the Event.
- Inclusion of quotes from the City of Cape Town in media and press releases.
- Inclusion of City of Cape Town marketing material.
- Promotion of the City of Cape Town on international platforms.

PRINT:

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

BRANDING:

- Branding opportunities at the Event.
- Provision of a branding plan with information of set-up dates, removal dates and contact person.

POST EVENT REPORT, DOCUMENTATION & ENGAGEMENTS:

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

ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That the **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 **Ms Stephanie Victoria Weil**, in my capacity as, **Chief Executive Officer** of the **Miss Universe Homecoming Tour**, 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: 16/07/2020	Place: MURRINGSIDE
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Handwritten signatures and initials at the bottom right of the page, including a signature that appears to be "R. M." and another that looks like "M. M." with "12" written above it.

ANNEXURE "D"

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

12/11
R/W
10
1/12

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 (the City) EVENTS Policy (the Policy) PROJECT PLAN	
Financial Year (the City's financial year): 1 July 2019 to 30 June 2020	
No.:	DETAILS AND REQUIREMENTS
1.	ORGANISATION: ...Weil Entertainment for Miss South Africa
2.	AIMS AND OBJECTIVES OF ORGANISATION: To welcome home Miss Universe 2019 Zozibni Tunzi after attending the SONA address in 2020.....
3.	PROJECT OR PROGRAMME DETAILS:
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? Friday, 14 February 2020 Start of Order of Proceedings 09h00 Departure from Hotel for interviews 10h00 Arrival of the delegation at the City Hall and escorted to Abe Bloomberg parlour 10h05 The delegation is introduced to the Executive Mayor in the Abe Bloomberg Parlour 10h15 Photo opportunity with Executive Mayor 10h20 Briefing session on the procedures 10h25 Delegation is lead to the Madiba balcony for photo opportunity 10h30 Delegation is lead to the stage 10h35 Mc welcomes and introduces the VIP's Executive Mayor's speech Miss Universe's speech 10h40 Delegation departs stage and boards the float

	
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: In Cape Town from Grand parade through the streets of CT City Centre
3.3	Number of attendees and/or participants: How many people attend the event? 5000 +
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target:N/a.....
3.5	Sponsorship objectives: Which companies are sponsoring the event? ...Brand South Africa, Department of Arts & Culture, SAA.....
3.6	Swot Analysis: Strengths and Weaknesses: Well organised event with great attendees, very peaceful and well received by the public and media.
3.7	Opportunities: How will you grow your event: Sponsorship for Miss SA 2020 and the ongoing relationship of the City of Cape Town and both Miss Universe and Miss South Africa Organisations.

3.8	Threats: Any concerns about the event: N/A.....
3.9	Marketing and Media: Brief information on the plans (challenges): Many media were in attendance – some had not RSVP'd however this was dealt with easily using members of the team to help assist.....
3.10	Economic Development and Tourism impact: City of Cape Town showcased on local television as well as internationally. CNN did an interview showcasing all aspects of the event.
3.11	Legacy: The City Of Cape Town and Miss Universe as well as Miss South Africa forged a great relationship hoping to showcase ongoing achievements by South Africans who have done well internationally.

4.	BUDGET
-----------	---------------

4.1	Expenditure Budget - What is the anticipated expenditure to be incurred on this specific project or programme and what will the money be spent on? NOTE: - Transfer funding RECEIVED FROM THE CITY CANNOT BE USED TO FUND salaries and wages, municipal service accounts, telephone accounts, general administration expenses, etc. Any transfer funding that your organisation may receive from the City must only be used to fund expenditure directly related to the approved event ensuring that the target beneficiaries receive the full benefit of the transfer funding which will not happen if any funds are misused or are used to fund the types of expenditure mentioned. Your organisation must fund your own normal operating costs and any structures and other improvements made to your property and / or buildings. Your organisation must be properly registered, established and viable and provide the City with copies of your audited Annual Financial Statements where transfer funding received from the City is R50 000 or above or Income and Expenditure statement where transfer funding is less than R50 000.		
	No	Details (What will be done or how will the income reflected be utilised?)	Amount (R)

(i)	Float	100 000
(ii)	Food and drink	20 000
(iii)	Security	40 000
(iv)	Entertainment	20 000
(v)	Sound Sytem	20 000
(vi)		
(vii)		
(viii)		
(ix)		
(x)		
TOTAL BUDGET - EXPENDITURE		200 000

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	200 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	n/A
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	
(i)	TICKETING/ENTRY FEES	N/A
(ii)	MERCHANDISING	N/A
(iii)		
(iv)		
(v)		
(vi)		
TOTAL BUDGET - INCOME		R200 000

For Official Use Only

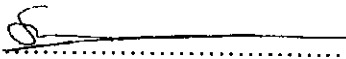
(To be completed by Project Manager when MAYCO has approved the SUPPORT and before the

Duly authorised person of the organisation:

Full Name: ...STEPHANIE WEIL

RSA ID Number
.....8910040056089.....

PositionCEO

Signature 

(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 (summary) 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: - 17/7/20

Signature: - 



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

Ref:

FINALISATION LETTER

DATE: 15 JULY 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY

IN RE: MOA: CITY OF CAPE TOWN & WEIL ENTERTAINMENT PTY (LTD)

Good day

1. Please find attached the finalised agreement between the City of Cape Town & Weil Entertainment (Pty) Ltd.
2. Legal Services was requested to vet and finalise the abovementioned. Client Department was provided with an opportunity to peruse the agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. Legal Services confirms that the agreement may be signed by the **EXECUTIVE DIRECTOR: SAFETY AND SECURITY.**
4. Please ensure that every page of the Agreement and Annexure is initialled, as parties have agreed.
5. Kindly fill in the place and date whereby which this Agreement was signed.
6. **Ensure that the Annexures are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**
7. Please provide me with a signed copy of this agreement, at your earliest convenience.

Thank you for your assistance herein.

Yours faithfully

Solomzi
Bezana

Digitally signed by
Solomzi Bezana
Date: 2020.07.15
13:22:27 +02'00'

Solomzi Bezana

Legal advisor

DECISIONS TAKEN BY THE EXECUTIVE MAYOR DAN PLATO IN TERMS OF DELEGATED AND SUB-DELEGATED POWERS RELATING TO THE ELECTRONIC ROUND ROBIN PROCESS ON 15 JANUARY 2020 WITH THE SPECIAL EVENTS COMMITTEE OF THE CITY OF CAPE TOWN.

SPEV 01/01/20 MISS UNIVERSE HOMECOMING: CAPE TOWN – 5 & 6 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R200 000 towards City and Event Services from the Events Budget; as well as waiver the cost of the City Hall and Grand Parade; subject to availability and that the respective line department absorbs the costs.

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

SPEV 02/01/20 MTBS FLASHES – 15 FEBRUARY 2020

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

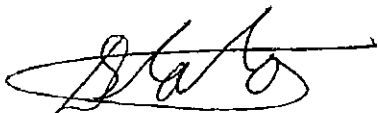
ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 03/01/20 CAPE TOWN CRICKET SIXES

It was previously **RESOLVED** that the City **APPROVES** the event up to an amount of R100 000 towards City Services from the Events Budget; and waiver the cost of City-owned venues; subject to availability and that the respective line department absorbs the costs. Due to the unavailability of a suitable City-owned venue, the event organiser had to obtain a private venue, which led to additional cost. They therefore requested that the City reconsiders the allocation.

It was therefore **RESOLVED** that the City **APPROVES** the event up to an amount of R150 000 towards City and Event Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA



EXECUTIVE MAYOR: ALD DAN PLATO

16/01/2020.
DATE

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 before submission to the ED's office.</i>	

AGREEMENT WITH:	REASON / NAME OF EVENT:
Weil Entertainment Pty (Ltd)	Miss Universe Homecoming

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	
<i>If other, indicate type of agreement:</i>	

Agreement Status:	Name of Legal Advisor:	Proof attached
		☒
Vetted by Legal Services	Solomzi Bezana	☒
Unvetted		

Contract compliance checks:		☒
<i>Before ED signs, ensure steps 1, 2 and 3 are completed</i>		
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.R. 	17 JUL 2020
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus		17/07/17