

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

ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED
(Registration Number: NPO: 206-083)

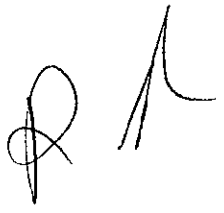
Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of **RECIPIENT** hereto. These clauses are of specific importance because they affect **RECIPIENT** right and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with 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**.

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[Handwritten initials: C.S. Mc LM]

TABLE OF CONTENTS

PAGE

1	Parties	4
2	Definitions	4
3	Preamble	7
4	Purpose and Guiding Principles of the Agreement	8
5	Duration of the Agreement	8
6	Variations to the Agreement	8
7	Obligations of the RECIPIENT	9
7.1	In respect of reporting	9
7.2	In respect of Compliance	9
7.3	In respect of the Event	9
8	Obligations of the City	11
8.1	Monitoring and Evaluation	11
8.2	CITY's Facilities and Services	12
9	Monitoring and Evaluation	13
10	Force Majeure	14
11	Dispute Resolution	14
12	Domicilium Et Executandi	15
13	Indemnity and Insurance	17
14	Breach Clause	18
15	No Fault Termination	18
16	General	18
17	Cession and Assignment	18
18	Intellectual Property	20
19	Confidentiality	20
20	Limitation of Liability	20
21	Nature of Relationship	20
22	Implementation and Good Faith	21
23	Jurisdiction	21
24	Costs	21
25	Signature	21



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ANNEXURES

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




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1. PARTIES

The Parties to this Agreement are:-

- 1.1 The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998)* read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented by **Mr Richard Bosman** his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED** is a company/organisation registered in terms of the laws of the Republic of South Africa with registration number: **NPO: 206-083**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Albert Glass** with ID number: **440708 5052 08 5** in his capacity as **Convenor** duly authorised hereto.

2. DEFINITIONS

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

2.1.1	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure, this area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.3	"City Services" means all services rendered by the CITY to events;
2.1.4	"City's Financial Year" means the financial year of the CITY commencing on 1 July and ending on 30 June of any given year;
2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local

	Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means 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;
2.1.9	"Event" means the "One to One Day Fair For the Intellectually Disable" event held on 18 August 2019 .
2.1.10	"Expenditure" means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.11	"Event's Organiser" means the RECIPIENT as described in clause 1.2 herein;
2.1.12	"Notice" means a written notice;
2.1.13	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.14	"RECIPIENT" means the Party described in 1.2 above;
2.1.15	"Signature Date" means the date on which this Agreement is signed by the Party signing last in time;
2.1.16	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.17	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.18	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City; and
2.1.19	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.

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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 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 One to One is a fair convened exclusively for the benefit and enjoyment of the intellectually disabled. In excess of 3 000 disabled are treated to "a day at the fair" where service, social, school, and tertiary institution groups combine their resources in providing, in an informal atmosphere, a fair complete with games and fun stalls for the disabled to enjoy. In addition, live entertainment in the form of bands, magicians, drum majorettes add to the rhythm and pulse of excitement. The day is free for the disabled who are bused in (the cost is borne by the fair), from venues across greater Cape Town and environs. The costs of the day are met by levying each stall holder with a participation levy as well as obtaining sponsorships.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the IDP, and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".

- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package as per Annexure "B".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The Policy was approved by Council on 29 May 2013.
- 4.2 The strategic focus 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

- 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.

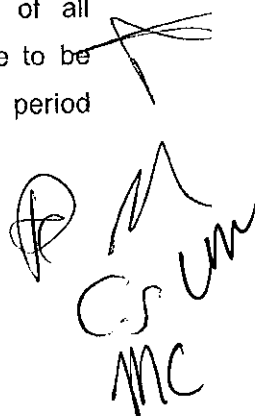
7.2.2 The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a violation of the warranties mentioned in clause 7.2.1.

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.

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

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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.**
- 7.3.11 Ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event.
- 7.3.12 Ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event.

7.3.13 Ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliancy as mentioned in clause 7.2 above.

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:

8.1 Monitoring and Evaluation:

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

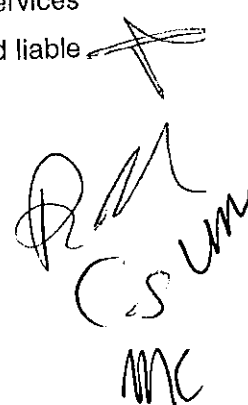
8.2 CITY's Facilities and/or CITY Services in regard to the Event:

8.2.1 The CITY shall provide the City's Facilities and/or City Services to the RECIPIENT, as recorded in **Annexure "A"** attached hereto, subject to the RECIPIENT providing the necessary documentation, following the necessary approval processes and meeting the relevant requirements of the CITY.

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

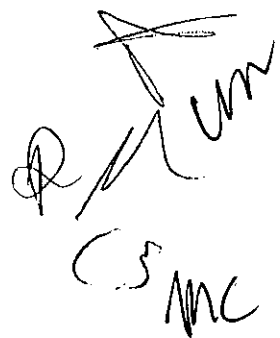
8.2.3 The CITY shall provide the following City services:

City Services not exceeding the amount of **R150 000** (One Hundred and Fifty 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.


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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).

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- 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 10.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 10.1.1 and 10.1.3.
- 10.4 If the *force majeure* continues for more than 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: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone 021 400 3355

Fax: 021 400 5923

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

12.2 RECIPIENT: -

Attention: Mr Albert Glass

Convenor

Address: 501 Migdal

Worcester Road

Sea Point

8005

Email: albertg.glass@gmail.com

Cell: 082 928 3190

- 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.

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

13.6 RECIPIENT shall:

13.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (Twenty Million Rand)**, or as approved by the CITY in writing from time to time;

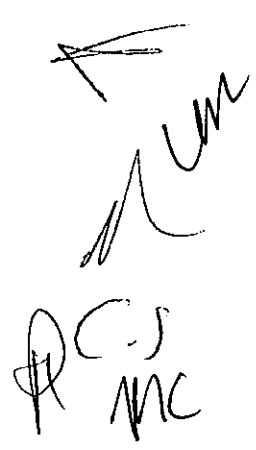
13.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

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.

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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;
- 14.3.3 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
- 14.3.4 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.
- 14.6 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;
- 14.7 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:
- 14.7.1 Cancel the Agreement and claim any damages together with interest; or
- 14.7.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.8 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 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.

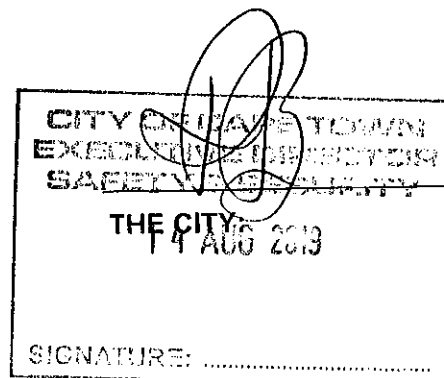
SIGNED at CAPE Town on this 14th day August of 2019.

AS WITNESSES

1. D Matthys

2. [Signature]

21



[Handwritten initials/signature]
CS

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

SIGNED at Sefton on this 25TH day of July of 2019.

AS WITNESSES

1. [Signature]
2. [Signature]

[Signature]

MR ALBERT GLASS
CONVENOR

ONE TO ONE DAY FAIR FOR THE
INTELLECTUALLY DISABLED

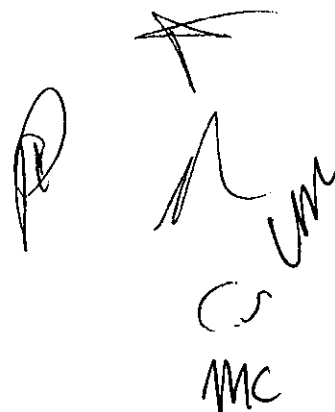
(WHO WARRANTS HIS
AUTHORITY HERETO)

[Signature]
[Signature]
CS
MC

CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R150 000 (One Hundred and Fifty 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:

- Cape Town Stadium venue hire.

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: a large stylized 'P', a signature with a star above it, and a signature that looks like 'um'. Below these are the initials 'CS' and 'MC'.

THE RIGHTS PACKAGE

Designation:

- City of Cape Town to be recognised as the official sponsor/partner to the event.
- City to be placement on key marketing collateral.
- The City of Cape Town has sign off on all City of Cape Town event logo placement:

Activations:

- Opportunity to do activations (e.g. water point activation) at the event.

Digital:

- Opportunity to display destination footage on available event platforms e.g. screens, web channels and/or web streaming.
- Inclusion of City of Cape Town in the events social media campaigns.

PR & Media:

- Speaking opportunity at media events.
- Inclusion of quotes from the City of Cape Town in all media releases.

Branding:

- Branding opportunities at the event and media functions.

Developmental/CSI:

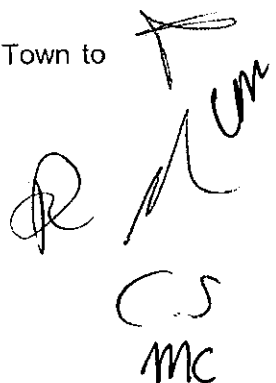
- Community engagement projects to assist disadvantage groups.
- Invite disadvantaged groups to participate in the fair.

Documentation & Engagements:

- 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.
- Access to the event marketing plan and PR/media plan rolling out 5 weeks prior to the event.

Entries & Hospitality:

- An agreed allocation of complimentary event entries/tickets – City of Cape Town to advise on number of guests (not exceeding 15).

Handwritten signatures and initials in the bottom right corner. 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 appears to be 'CS MC'.

ANNEXURE "C"

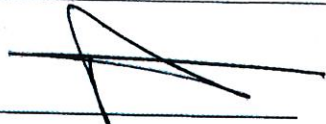
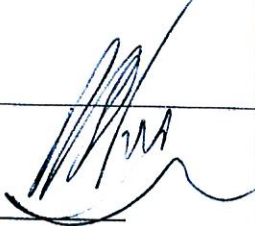
MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That **ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED** (hereinafter referred to as "the **RECIPIENT**") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the **CITY**"), in terms of which the **CITY** agreed to make certain resources and facilities available to the **RECIPIENT** and as consideration for the resources and facilities made available to it by the **CITY**, the **RECIPIENT** agreed to grant the **CITY** the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
2. THAT **Mr Albert Glass**, in my capacity as, a **Convenor** of the **One To One Day Fair For The Intellectually Disabled**, is authorised to sign this Sponsorship Agreement on behalf of the **RECIPIENT** and to sign all other documents and perform all other acts on behalf of the **RECIPIENT** required for implementing the transaction set out in the aforementioned Agreement.

(To be signed by all Directors/Members)

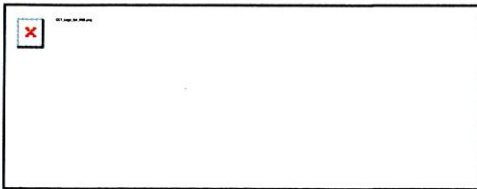
 Albert Glass Convenor	Date: 25.07.19	Place: SEA POINT
 Ralph Mayer Public Liaison	Date: 09/08/19	Place: SEA POINT
 Zachary Helfrich Secretary	Date: 25.07.19	Place: Sea Point


C.S.MC

ANNEXURE "D"

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


P
CS
MC



Appendix “A”

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: ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED.
2.	AIMS AND OBJECTIVES OF ORGANISATION: To create an informal environment for interaction beneficial to the intellectually disabled guests and “normal” society to afford the opportunity of sharing enjoyment and excitement that is as uplifting for disabled guests as possible given their disabilities. It affords the broader and invited members of the citizenry of Cape Town an opportunity of interaction with the disabled who they do not in the normal course of events interact with.
3.	PROJECT OR PROGRAMME DETAILS:
3.1	Project or Programme Description – What is the proposed project’s focus, purpose or level of intervention? The fair is convened exclusively for the intellectually disabled to afford socially uplifting and humanitarian consideration to that segment of the citizens of the city who could be identified as “forgotten “ an opportunity of interaction and upliftment .
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: Venue; The covered parking area of the Cape Town Stadium , Fritz Sonnenberg Rd , Green Point . The disabled guests are bused in from areas around the Cape Peninsula and from as far afield as Atlantis and Worcester.
3.3	Number of attendees and/or participants: How many people attend the event? +/- 3000 disabled who are “befriended” by +/- 3000 members of the public to act as their “friend for the day “ plus +/- 2000 members of the public associated with service, social , school & tertiary groups who manage and run fun/game stalls as well as provide live entertainment
3.4	Beneficiaries - Which community (the target community or group) will benefit from this

	project? Target: The intellectually disabled looked after by facilities geared for that task under the umbrella management of the Western Cape Fourum for the Intellectually Disabled
3.5	Sponsorship objectives: Which companies are sponsoring the event? 1. The Graham and Rhona Beck Foundation , 2. Coca Cola , 3. Other sponsors both corporate and private , and 4. Participating organisation who contribute a participatory levy
3.6	Swot Analysis: Strengths and Weaknesses: Strengths; Only event of its kind both in size and format to afford disabled interaction with “normal” society in an informal and friendly atmosphere. Weaknesses; Lack of broader corporate support in a spirit of social responsibility and humanitarian concern
3.7	Opportunities: How will you grow your event: Through increased awareness of the disabled and their circumstances amongst general society .. starting with schools and colleges as well as among the general population of Cape Town
3.8	Threats: Any concerns about the event: Lack of adequate support or motivation amongst the general public particularly corporate who espouse social responsibility but do not appear to practice same to the “forgotten” intellectually disabled citizens of the city
3.9	Marketing and Media: Brief information on the plans (challenges): Difficult to get media support or “buy in” . Being good news it does not garner media support .. as it deserves
3.10	Economic Development and Tourism impact:
3.11	Legacy: To make the City of Cape Town the unqualified leader in promoting and supporting similar events as well as showing a tangible expression of caring for the intellectually disabled .

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)	Hire of the venue including parking in the vicinity of venue	R 145,504.00
(ii)	Erection of Scaffold Stage facility	R 7268.00
(iii)	Hire of Tables and Chairs	R 18565
(iv)	Hire of Econ-o-loo toilet units	R 11853
(v)	Safety Officer services	R 3393
(vi)	Public Liability Insurance Cover	R 9836
(vii)	Sound provision	R 23,000
(viii)	First Aid – ILS Services	R 6600.0
(ix)	Security Services for marshalling all involved incl. parking	R 14170.00
(x)		

TOTAL BUDGET – EXPENDITURE
243189.

R 243189

- 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	R 150,000.
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	R 130,000.00
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	
(ii)	MERCHANDISING	
(iii)		
(iv)		
(v)		
(vi)		

TOTAL BUDGET – INCOME

R 280,000.00

Duly authorised person of the organisation:

Full Name: ALBERT GERSHON GLASS

RSA ID Number ; 4407085052085.

Position Chairman & Convenor ; ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY
DISABLED.

Signature

For Official Use Only

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

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

Line Department: - *Safety & Security*

Project Manager: - *M. O'Leary*

Date: - *2019 -07- 17*

Signature: - *[Signature]*

**ONE to ONE DAY FAIR
for the
INTELLECTUALLY DISABLED
2019**

Event Plan

Sunday 18 August 2019`
Cape Town Stadium

Contents:

1. Description of the event	3
2. Venue	4
3. Participants	5
4. Security	6
5. Medical	7
6. Traffic issues	8
7. Fire	9
8. Emergency Contacts	10

David Holtzhausen
Rotary Club of Bellville
082 780 2010

1. Description of the event

One to One day is an annual event for the mentally challenged “special people” of the Western Cape. It has been convened annually since 1981 at the Good Hope Centre.

It is a fair convened on behalf of participating service and social organisations where service organizations, school & student groups and groups with a social responsibility focus) set up stands and play host to the approx 3500 children who attend the event annually

One to One refers to the fact that each of our “special friends” is taken around the hall by an able bodied (volunteer) member of the public, to visit the stalls, play the game and be given their prizes – sweets, toys, balloons, fruit etc. The event is free for the participants. No charge is levied on the handicapped or the homes/facilities that they are associated with.

The event runs in two sessions – morning and afternoon. Each session has about 1700 visitors, accompanied by their partner for the session, as well as the support staff from the facilities and members of the Western Cape Forum for Intellectual Disability with whom the organizer / convener liaises in organizing the day .

At any time a maximum of between 3500 and 4000 people can be in the centre

2. Venue

The venue is the Cape Town Stadium, which is hired to the organizers by the City of Cape Town

The standard rules for the centre apply during the event, and all safety requirements are applied as per normal

Access and egress during the event is via the ramp on the Sea Point-side side of the venue. This is to allow busses close access for the children who have difficulty in climbing stairs

All other exits are operational to permit participating organizations access, but are kept patrolled (but not locked) for security reasons

The duty staff of the centre, including the electrician, are on duty throughout the day
A certified electrician will be on duty throughout the day .

3. Participants

The following groups of people are at the centre during the day

a) Service clubs

Who run the stalls

Approximately 65 stands (as in 2018) were run by service clubs, including

and others ,

b) Participants

The patients from the various homes/day care centres as arranged by the Western Cape Forum for Intellectual Disability who are brought to the centre

Approx 3500 handicapped in two groups – morning and afternoon. appr 1600 morning and appr 1800 afternoon

c) Volunteers

The friends who take the patients around the hall. They are from the community at large various and sourced from , amongst others, churches, schools and community groups. The number a similar number as with the guest (handicapped)

d) Support staff

Medical, security, event organizers, Coke, centre staff

e) Staff of the homes

Nurses, helpers and minders from each of the homes (It is conditional on the home attending that their staff are on duty during the event)

The maximum number of persons in attendance peak per session is around 4000

4. Security

The event is a low risk event for any major security incident, for the following reasons

- a) It is a charity event, and no cash is exchanged at the event at all. This reduces the risk
- b) It is contained within the centre, so is relatively easy to control

Security at the event has the following security issues to deal with

1. External security

Helpers cars are on the street and in front of the centre, so are at risk

2. Unwanted visitors

Access control is a challenge, and vagrants and street children will try every trick in the book to gain access, due to the free goodies they see they can get.

Primary security is provided by Guarding SA, who are providing TBC security officers

These are deployed as follows:

TBC officers to patrol the parked cars

TBC patrolling other areas as request

TBC to assist at the main entrance for guests as well as participants

TBC to assist at exits to the centre for guests as well as participants

These will be backed up by volunteers from Rotary who will provide access control and patrol the centre, and the SAPS who will provide official support should any incident be reported

5. Medical

The medical risk at the event is considered low.

There are no structures in use that any of the participants can fall from.

Most participants are in long term care, so staff of each centre are aware of and equipped to deal with patient issues

Medical support is provided as follows

Primary support at the centre is provided by St Johns Ambulance, who have six volunteers and a basic life support ambulance on site to deal with initial care

More serious incidents will be handled by Netcare911, who have been notified of the event and are on standby. They can be at the centre in under 5 minutes from their base at TBC

6. Traffic

There are minimal traffic issues at the event

In the period from 07h30 to 09h00, there may be slow moving vehicles in the access road at the stadium as vehicles move alongside the centre to offload

From 09h00 to 09h30, and again from 14h00 to 14h30, a number of busses offload at the centre. A parking area has been demarcated for them to park, but they may have to wait in the parking area until the area is clear for them to unload

Due to the need to have no disruption to the volume of traffic on the day, we will request a one directional flow of traffic ..from the Beach Road up Fritz Sonnenberg Road for the duration of the fair (ie 7am until 5pm) We trust will obtain the support from the traffic department in this regard .

7. Fire Department

There are no issues relating to the Fire Department at the event

No temporary structures larger than a gazebo are erected. All structures in the centre consists of hired tables and chairs and portable loos. In addition a scaffold-based stand will be erected which will be certified by a engineer.

There is no cooking within the stadium at all. The only heat used is electric urns for hot coffee and tea for the volunteers, in the external ring of the centre (Away from the participants)

8. Contact Numbers

1. Event coordinator / Manager

Albert Glass 082 928 3190

2. Access control / Security

David Holtzhausen 082 780 2010

3. Duty Electrician

TBC

4. Medical Emergencies

Netcare911 TBC

Please note that where TBC appears the numbers of personnel will be determined as well the medical emergency contact procedures

Ref; ONE to ONE Emergency plan 2019



iTOOTM

In association with **Hollard.**

Events Liability Protection

Hollard.

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

www.itoo.co.za

ITOO is an Authorised Financial Services Provider. FSP number 47230



Events Liability Protection Quotation Schedule

Please find listed hereunder our terms for the proposed insured. These terms are subject to any pertinent underwriting information that ITOO may become aware of prior to the inception date.

Quote Number	SPL/SLFGQ/000040089	
Type of Document	New Business Quotation	
Insured	ONE TO ONE	
Insured Vat Number	N/A	
Company Registration Number	N/A	
Insured Business Description	Fair for the Intellectually Disabled	
Insured Postal Address	7 Worcester Road, Sea Point, Cape Town/Western Cape, South Africa, 8005	
Intermediary	Econorisk (Pty) Ltd Broker Code: ECONO01B FSP Number: 13231 VAT Number: 4490193267	PO Box 3428, South Africa, 2128
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown, Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za
Retroactive Date(s)	N/A	
Period of Insurance	18 August 2019 (One day only)	
Type of Contract	Once Off	

Events Liability Protection

Risk Details

Event Name

One to One Day Fair for the Intellectually Disabled
Cape Town Stadium - Parking

Quotation Details Option 1

Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Public Liability	R 20 000 000	Aggregate	R 10 000	Each and Every Claim
Total Premium (Inclusive of 15% VAT)				R 9 836.00

Extensions Option 1

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

Policy Wording

Events Liability Wording

Exclusions

- Geographical Limits - Worldwide excluding USA and Canada
- Cover excludes Event cancellation, abandonment, postponement, and prize indemnity

Extensions

1. Advice in relation to the Product included in Product Liability section
2. Food and Drink consumed at the Event is automatically included
3. Spread of Fire is automatically included

Standard Policy Conditions

1. Premiums and Limits are VAT Inclusive
2. Currency of premiums and limits are in ZAR
3. Intermediary Commission: 20.00% included in quoted premium
4. Deductibles have no VAT consequence
5. **Policy only valid and schedule released upon receipt of Proof of Payment prior to the Event.**
6. Quotation valid for 30 days from date issued

Endorsements / Extensions / Exclusions

Sanctions Exclusion:

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

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



Signed by Nicolene Jonas on behalf of the Insurer on: 11 March 2019



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Philliswa Qalazive
Legal Adviser

T: +27 21 400 2394 F: +27 21 400 2603
E: Philliswa.Qalazive@capetown.gov.za
Ref: 16/1/1/8/798

FINALISATION LETTER

Date: 19 July 2019

To: **Executive Director: Safety and Security**

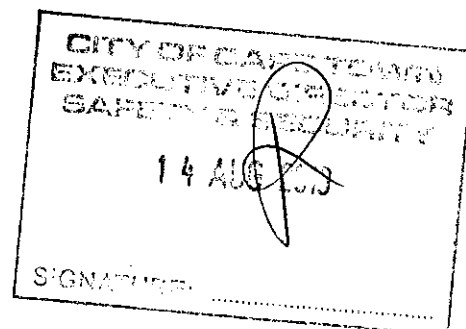
IN RE: ONE TO ONE DAY FAIR – 18 AUGUST 2019

Dear Sir / Madam

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

Yours faithfully

Philliswa Qalazive
Legal adviser



SPECIAL EVENTS COMMITTEE

DECISIONS 15 MAY 2019

SPEV 15/05/19 BOKMAKIERIE/HAZENDAL YOUTH DAY EVENT - 16 & 17 JUNE 2019

It was **RESOLVED** that the City **APPROVES** the event by the provision of refreshments by the Recreation and Parks Department.

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

SPEV 16/05/19 25TH CAPE TOWN INTERNATIONAL KITE FESTIVAL - 26 - 27 OCTOBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R275 000 towards City and/or Event services, from the Events Budget, and waives the cost of Zandvlei Nature Reserve, subject to availability and that the cost be absorbed by the applicable line department.

ACTION: R BOSMAN; L DESOUZA-ZILWA; O ASMAL

**SPEV 17/05/19 RX RADIO MUSIC FESTIVAL - 28 SEPTEMBER 2019
ALT DATE: 21 SEPTEMBER 2019**

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R21 100 towards City and/or Event services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 18/05/19 HIP HOP DANCE COMPETITION (021BDC" INTER-SCHOOL) - 27 JULY 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R10 000 towards Event services, from the Events Budget, subject to the event being moved to another venue.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 19/05/19 ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED - 18 AUGUST 2019

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

ACTION: R BOSMAN; L DESOUZA-ZILWA

Internal Contract Administration Form

Directorate:	Tourism Events and Economic Development
<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>	

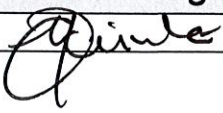
Agreement with:	Reason / Name of Event:
ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED	ONE TO ONE DAY FAIR FOR THE INTELLECTUALLY DISABLED

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	<u>Philiswa Qalazive.</u>	✓
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)	LWA
9.	Signature Authorisation Letter (if applicable)	LWA
10.	Final check by Rowelna Williams	RAW
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Yolande Quinton		2019-08-12