



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

OPEN STREETS CAPE TOWN
(Registration Number: NPO 121-208)

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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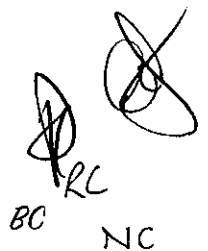

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ANNEXURES

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

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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 **Open Streets Cape Town** a voluntary association registered in terms of the laws of the Republic of South Africa with registration number: **NPO 121-208**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Ms Rebecca Campbell** with ID number: **890605 0122 084** in her capacity as **Managing Director** of the Organisation and duly authorised hereto.

2. DEFINITIONS

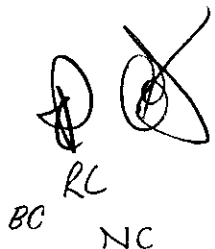
- 2.1 In this Agreement, the following words and phrases have the meanings given to them below: -

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 2019 and ending on 30 June 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;
2.1.9	"Event" means the Open Streets Woodstock event to be held on - 23 February 2020 .
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.

- 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.

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- 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 Open Streets Woodstock, to be held on 23 February 2020 from 9am until 2pm, is a platform that facilitates and promotes civic action. It creates temporary, car-free public space (along Victoria Road between Roodebloem Road and Searle Street) that enables people to come together freely and socialise spontaneously. It provides an opportunity for healthy recreational activity, and invites citizens to engage in their own communities while supporting their local economy. At the same time, an Open Streets Day is an opportunity to explore other parts of Cape Town by public and non-motorised transport. In this way, it bridges social and spatial divides.

Inspired by international practice and adapted to local realities, Open Streets is a citizen-driven exercise. Residents can use it to get the most out of existing public infrastructure (ie the streets). It has proven itself to be a platform that benefits many different agendas and projects; those of partner organisations, City departments, community groups, sports clubs and more.

We envision Open Streets becoming a sustainable programme that connects different areas of the city and promotes behavioural change related to key urban developmental agendas. These include promoting public and non-motorised transport, and harnessing the power of Cape Town's sociocultural wealth.

The Open Streets programme is ultimately intended to become 'part of the fabric' of Cape Town.

- 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" and to build safe and integrated communities.
- 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:

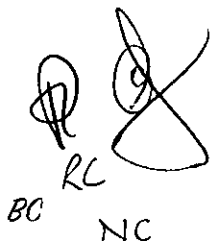
- 7.1.1 The RECIPIENT must furnish the CITY within 3 (three) months the last day of the Event with a full report of the Event. The CITY shall inform the RECIPIENT in writing as to the information to be included in this report.

- 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.

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- 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 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"**

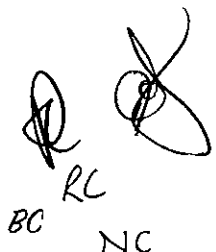
8. OBLIGATIONS OF THE CITY

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.

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

8.2.1 The CITY shall waive the costs of the City's Facilities, namely the venue costs 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 shall provide the following City services:

City Services not exceeding the amount of **R10 000 (Ten Thousand Rand Only) (15% VAT if applicable)**; as well as **waiver of the cost for hiring of road furniture**. Should the City services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs required for the event.

8.2.3 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.

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;

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- 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.

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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.

11.2.1 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 11.2.1 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: Ms Rebecca Campbell

Open Streets Cape Town

Address: 2 Clyde Street

Woodstock

7925

Cell: 076 783 25836

Email: rebecca@openstreets.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.


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- 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; - Correct as covered by Hollard (see attached copy).
- 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.


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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;

14.3.3 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

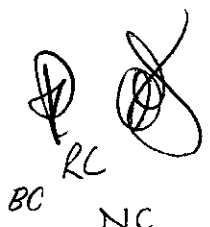
The Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for all actions or proceedings and/or to settle any dispute which may arise out of or in connections with this Agreement.

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.


BC RC NC

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.

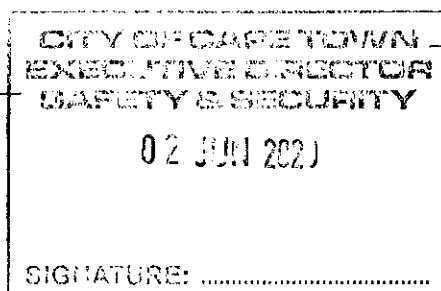
25.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

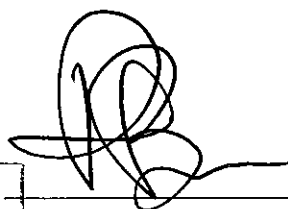
SIGNED at Cape Town on this 02 day of June 2020.

AS WITNESSES

1. 

2. _____

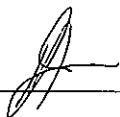




THE CITY:
MR RICHARD BOSMAN
EXECUTIVE DIRECTOR: SAFETY
AND SECURITY
(WHO WARRANTS HIS
AUTHORITY HERETO).

SIGNED at Cape Town on this 6 day of May 2020.

AS WITNESSES

1. 

2. 



MS REBECCA CAMPBELL
MANAGING DIRECTOR
OPEN STREETS CAPE TOWN
(WHO WARRANTS HER AUTHORITY
HERETO)

CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R10 000 (Ten Thousand Rand Only) (15% VAT if applicable)**; as well as **waiver of the cost for hiring of road furniture**. 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:

- Traffic Service
- Waiver of road furniture hiring costs

ANNEXURE "C"

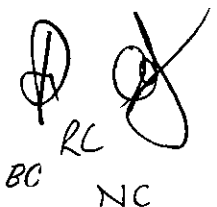
(THIS PAGE TO BE REPLACED WITH THE EVENTS OR BUSINESS PLAN)

BC RC NC

RIGHTS PACKAGE

- Use of the City of Cape Town logo on marketing collateral.

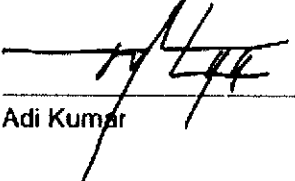
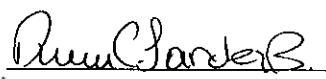
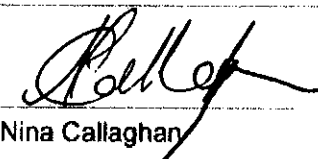
BC RC NC

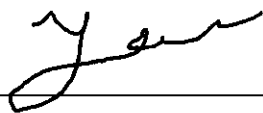
Handwritten initials and signatures. The initials 'BC', 'RC', and 'NC' are written in a small, cursive font. Above 'BC' is a circular signature. Above 'RC' is a circular signature. Above 'NC' is a large, stylized signature.

IT IS RESOLVED-

1. That **Open Streets Cape Town** (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 Rebecca Campbell**, in my capacity as **Managing Director of the Open Streets Cape Town**, 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 MEMBERS)

 Adi Kumar		Date: 16 April 2020	Place: Cape Town, South Africa
 Diana Sanchez		Date: 18 April 2020	Place: Cape Town, South Africa
 Nina Callaghan		Date: 18 April 2020	Place: Cape Town, South Africa

 Roan Wilkins		Date: 20 April 2020	Place: Cape Town South Africa
 Rory Williams		Date: 24 April 2020	Place: Cape Town South Africa
 Tristan Gorgens		Date: 24 April 2020	Place: Cape Town South Africa



**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: Open Streets Cape Town (OSCT)
2.	AIMS AND OBJECTIVES OF ORGANISATION: Open Streets Cape Town (OSCT) OSCT catalyses opportunities for social cohesion in a deeply divided city. OSCT brings people together to experience streets as places of connection and belonging, to break down social barriers and build a sense of community in neighbourhoods across Cape Town; helping to create a connected, safe and inclusive city.
3.	PROJECT OR PROGRAMME DETAILS:
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? Through Open Streets Days, hosted in collaboration with local stakeholders and diverse partners, OSCT actively demonstrates the potential of vibrant, people-friendly streets and public spaces, to change behaviour and shift the culture of how we live together in our cities. <u>Outcomes of Open Streets Days:</u> • People experience the potential of streets and public space to be safe, vibrant and inclusive • Meaningful congregation of people and communities in positive, inclusive and diverse ways • Economic opportunities for local businesses (along Open Streets routes, and mobile traders) • Opportunities for all ages to engage in healthy recreational activities • Local stakeholder networks strengthened, through collaborating to host the day successfully • Platforms for NGO's, sports clubs, civic organisations etc. to promote their work and connect with communities • Platforms for local government departments to engage communities with various programmes <u>Impact created:</u> • Breaking down of social barriers (racism, fear, mistrust, etc.) • More connection between communities • Increased sense of community / togetherness within communities • Increased sense of belonging in streets and public spaces • Increased sense of pride and ownership in communities • Safer streets and public spaces • More sustainable mobility / increased ability to walk, cycle, skate • Opportunities for local economic activity

	• Expression of creativity, local cultures & values • Opportunities for healthy recreation
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Woodstock, but drawing participants from across the city.
3.3	Number of attendees and/or participants: How many people attend the event? Approximately 15 000
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Woodstock, and surrounding communities.
3.5	Sponsorship objectives: Which companies are sponsoring the event? Millennium Trust
3.6	Swot Analysis: Strengths and Weaknesses: <u>Strengths</u> • Action orientated – producing results • Record of delivery, over 20 Open Streets Days in five different areas • Practical - concept tested and refined over time • Concept is well-supported by local communities • Programme implemented successfully in communities across social / spatial divides • Creative methodology • Social media presence • Concept still attractive to media • Stakeholder engagement and partner collaboration • Volunteer base <u>Challenges</u> • Small staff with high workload • Lack of support from some City officials • Need to focus the programme impact • Possibly overambitions • Not documenting and disseminating learning enough
3.7	Opportunities: How will you grow your event: • Create more intentional collaborations (e.g. involvement of local schools) to be able to attract funding on a more deeply-embedded programmatic basis • Pitch to local government with a revised angle aligning more clearly to their priority objectives • Develop a clear business plan outlining opportunities for corporate sponsors • Empower communities to host their own OS Days using our OS toolkit
3.8	Threats: Any concerns about the event: Local criminal activity – which is mitigated by strong collaboration with Woodstock Improvement District and Woodstock SAPS.
3.9	Marketing and Media: Brief information on the plans (challenges): <u>Strategy:</u> Engage local communities with local voices in familiar places.

Key message: Open Streets is created by everyone - #PlayYourPart #StreetsForPeople
Channels:

- Website, Twitter, Instagram, Facebook
- Local radio stations
- Local community papers
- Posters in local businesses and surrounding areas

With a very limited marketing budget, our media plan focuses on social media (combined followers of 26k+) with local awareness through radio and community papers. E.g.:



3.10 Economic Development and Tourism impact:

Businesses on the route have increased footfall on the day, with additional opportunities for food vendors available. Personnel are hired to provide security, marshalling, urban management and catering services. The focus of the programme is to provide local residents with an opportunity to use streets as public space; however, the novelty of the programme also attracts visitors; both national and international. Open Streets provides visitors with a unique way to explore different parts of Cape Town.

3.11 Legacy:

Open Streets is an iconic Cape Town programme which actively demonstrates an alternative reality of streets being inclusive, vibrant, safe and integrated; as well as being platforms for sustainable mobility, creative expression, local cultures and values, activism, economic opportunities and healthy recreation. The vision is for this temporary experience to become everyday reality through hosting regular Open Streets Days. The programme supports and demonstrates impact for numerous strategic objectives of the City of Cape Town, many of which are otherwise intangible and hard to measure. There is significant public support for this citywide initiative and we look forward to continuing to develop this public-private partnership for the benefit of local communities.

Alignment with City of Cape Town strategy:

The Open Streets programme contributes to all five of the focus areas in the City of Cape Town's Integrated Development Plan (IDP) 2017-2022; namely, *the opportunity city, the safe city, the caring city, the inclusive city and the well-run city*. It also strongly supports at least three of the transformational priorities in the Cape Town Municipal Spatial Development Framework (MSDF) 2017-2020; including, *safe communities, dense and transit orientated urban growth and development, building integrated communities and economic inclusion*. As well as directly supporting the MSDF's first spatial priority of *building an inclusive, integrated and vibrant city*; and the imperative to "maintain and create quality, safe open space systems and public spaces, utilising partnerships and commitments from both the public and private sector to optimise existing facilities, whilst strategically locating new ones"

Open Streets Days supports the City of Cape Town Social Development Strategy (SDS) 2013's objectives to *build and promote safe households and communities*, and *promote and foster social integration*.

The programme supports the Transit Orientated Development Strategic Framework's objective to *create a sense of place*, while catalysing behaviour change towards greater use of non-motorised transport through opportunities to experience these modes in a safe and positive environment. Through OSCT's additional activities and events (e.g. bike buses) they are also building public support and ownership of NMT infrastructure. Open Streets Days also support the Climate Change Policy's objectives to *promote a lower carbon approach*, and *promote and support behaviour change in all citizens*.

In terms of the City of Cape Town's Resilience Strategy, Open Streets Days play a role in strengthening the first and second pillars of a *compassionate, holistically-healthy city* and a *connected, climate-adaptive city*.

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.

Event Costs	
Health & Safety Officer	R8,500.00
Emergency medical services	R11,000.00
Public liability Insurance	R12,500.00
Event security personnel	R30,000.00
Radio hire	R2,500.00
Road closure planning & implementation	R45,000.00
Advanced notification signs	R17,000.00
No parking signs	R2,500.00
CoCT Traffic Services	R15,000.00
Marshals	R8,000.00
Cleaning and waste removal and toilet janitors	R10,000.00
Toilet hire	R8,500.00
Bin hire	R500.00
Crew catering	R7,000.00
Water	R2,000.00
Subtotal	R180,000.00
Communications and Marketing	
Printing Costs	R17,000.00
Volunteer T-shirts	R11,500.00
Social media boosting	R1,500.00
Subtotal	R30,000.00

TOTAL BUDGET – EXPENDITURE: R210,000.00

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	10 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	200 000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	
(i)	TICKETING/ENTRY FEES	
(ii)	MERCHANDISING	

TOTAL BUDGET – INCOME: R 210 000

Duly authorised person of the organisation:

Full Name: **Rebecca Campbell**

RSA ID Number: **8906050122084**

Position: **Managing Director**

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 (ddmmyy) 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: - **Y. Qunio**

Date: - **2020-06-01**

Signature: - 



iTOO™

In association with **Holland.**

Events Liability Protection

Holland.

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

www.itoo.co.za

ITOO is an Authorised Financial Services Provider. FSP number 47230

Events Liability Protection Schedule

This schedule must be read in conjunction with the Policy Wording.

Policy Number	SPL/SLFG/000020945	
Type of Document	New Business Policy	
Insured	Open Streets	
Insured Vat Number	To be provided	
Company Registration Number	NPO 121-208	
Insured Business Description	Event Organisers	
Insured Postal Address	Open Streets Cape Town, 2 Clyde Street, Woodstock, 7925	
Intermediary	Intasure (Pty) Ltd Broker Code: INTASURE01B FSP Number: 13995 VAT Number: 4910105537	P O Box 423, South Africa, 7864
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown, Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za
Period of Insurance	From: 22 February 2020 To: 24 February 2020 (both dates inclusive)	
Anniversary/Renewal Date	N/A	
Retroactive Date(s)	N/A	
Type of Contract	Once Off	
Effective Date	22 February 2020	
Payment Frequency	Once Off	
Once Off Premium	R 12 450.00 (15% VAT included)	

In terms of ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Banking Details

THIC-ITOO Special Risks - Premium Account

Nedbank

Reference Number: SPL/SLFG/000020945

Type: Current

Account No: 1133 731619

Branch Code: 198765

Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R2,490.00

Events Liability Protection

Risk Details	
Limit of Indemnity	R 20 000 000
Basis of Limit	Aggregate
Basis of Deductible	Each and Every Claim
Event Name	Open Streets Woodstock <i>Location: Victoria Road, Woodstock</i>

Policy Details					
Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible	Total Premium
Public Liability	R 20 000 000	Aggregate	R 10 000	Each and Every Claim	R 12 450

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

Policy Wording	Events Liability Wording
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Standard Policy Conditions	1. Premiums and Limits are VAT Inclusive 2. Currency of premiums and limits are in ZAR 3. Deductibles have no VAT consequence 4. Intermediary Commission: 20.00% included in quoted premium
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Sanctions Exclusion:

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

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



Signed by Warwick Goldie on behalf of the Insurer on: 14 February 2020

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document)

PARTICULARS OF UNDERWRITING MANAGER

Business Name	ITOO Special Risks (Pty) Ltd
FSP Number	47230
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	+27 (11) 351 5000
Fax Number	+27 (11) 351 8015
Email Address	info@itoo.co.za
Website	www.itoo.co.za

Compliance Officer

Name of Company	Associated Compliance
Telephone Number	011 678 2533
Email Address	craig@associatedcompliance.co.za

ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER

License Number	47230
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ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS

ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity and Liability Insurance underwritten by Leppard and Associates (Pty) Ltd on behalf of Lombard Insurance Company. No IGF is in place as ITOO does not collect any premiums.

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the insurance broker's claims department for assistance.

YOUR INSURER

Name	The Hollard Insurance Company Limited
FSP Number	17698
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	011 351 5000
Fax Number	011 351 0691
Website	www.hollard.co.za

Compliance Department	011 351 5000
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COMPLAINTS

If you would like to lodge a formal complaint with ITOO, please write to:

ITOO SPECIAL RISKS Pty Ltd

Complaints Officer/Responsible Manager: Warwick Goldie

Email: ITOOComplaints@itoo.co.za

Website: www.itoo.co.za

If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to:

The Hollard Insurance Company

Hollard Insure Complaints

Email: Hollardinsurecomplaints@hollard.co.za

Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)

If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank	Physical Address	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 32334, Braamfontein, 2017	Postal Address	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	0860 726 890/011 726 8900	Telephone Number	012 470 9080/012 762 5000
Fax Number	011 726 5501	Fax Number	012 348 3447
Email Address	info@osti.co.za	Email Address	info@faisombud.co.za
Website	www.osti.co.za	Website	www.faisombud.co.za
FINANCIAL SECTOR CONDUCT AUTHORITY			
Physical Address	41 Matroosberg Road Ashlea Gardens, Pretoria, 0002		
Postal Address	PO Box 35655, Menlo Park, 0102		
Telephone Number	0800 20 37 22		
Fax Number	(012) 346-6941		
Email Address	info@fsca.co.za		
Website	www.fsca.co.za		

COMMISSION, BINDER AND CONFLICT OF INTEREST DISCLOSURE

Your broker receives a commission from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will have to be disclosed to you by your broker.

ITOO is paid a binder fee of 18% which is calculated as a percentage on the gross written premium it places with your insurer. ITOO also shares in the profits of the underwriting scheme.

BINDER DISCLOSURE

ITOO acts as a binder-holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder-holder may:

1. enter into, vary and renew policies;
2. determine the premiums;
3. determine policy benefits;
4. settle all valid claims;
5. reject claims;
6. cancel policies.

OTHER KEY CONFLICT OF INTEREST DISCLOSURES

Relating to your ITTOO:

Does ITTOO have a shareholding in any insurer?	No
--	----

Does ITTOO have a relationship with any insurer that provides a financial interest other than ownership?	No
--	----

Does ITTOO have a relationship with any broker that provides an ownership or financial interest?	No
--	----

Does ITTOO have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
---	----

The Hollard Group has an equity interest in ITTOO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.

Does ITTOO have a relationship with any other person that provides an ownership or financial interest?	Yes
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Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.

A full copy of ITTOO conflict of interest management policy can be obtained from the ITTOO website, www.itoo.co.za

DISCLOSURE OF PREMIUMS AND FEES

All premium obligations and fees are disclosed in your policy schedule.

MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

OTHER MATTERS OF IMPORTANCE

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman or the FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must on request be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note as to what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

ITOO wants to know from you if you have any information that will assist us in preventing fraudulent claims. Remember fraudulent claims costs everyone money, including you as the client, as premium increases can result from too many fraudulent claims. Should you be aware of any fraud that has or is about to take place on a ITOO claim, please report this (anonymously if you choose to) on (011) 351 5000 or via email at warwickg@itoo.co.za or Hollard@tip-offs.com.

DECISIONS TAKEN BY THE EXECUTIVE MAYOR DAN PLATO IN TERMS OF DELEGATED AND SUB-DELEGATED POWERS RELATING TO THE ELECTRONIC ROUND ROBIN PROCESS ON 21 FEBRUARY 2020 WITH THE SPECIAL EVENTS COMMITTEE OF THE CITY OF CAPE TOWN.

SPEV 72/02/20 **Open Streets Woodstock – 23 February 2020 (Woodstock)**

It was **RESOLVED** that the City **APPROVED** the event up to the amount of R10 000 towards traffic services, from the Events Budget; as well as the waiver the of cost for hiring of road furniture, from TDA Budget.

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



CHAIRPERSON: ALD. D PLATO

21/02/2020
DATE



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 5921
E: Philliswa.Qalazive@capetown.gov.za
Ref: 16/1/1/8/940

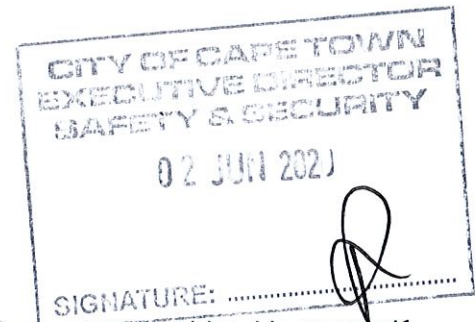
FINALISATION LETTER

Date: 19 March 2020

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

IN RE: **OPEN STREETS WOODSTOCK**

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 advisor

Internal Contract Administration Form

Directorate:	Safety & Security - Events
<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:
OPEN STREETS CAPE TOWN	OPEN STREET (WOODSTOCK)

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

Agreement Status:	Name of Legal Advisor:	Proof attached
		✓
Vetted by Legal Services	Philiswa Qalazive.	✓
Unvetted		

Contract compliance checks:		
Before ED signs, ensure steps 1, 2 and 3 are completed		
1.	Signed and dated by EO / other party	✓
2.	Two witnesses	✓
3.	Each page initialled by all of the above	✓
4.	Rights Package	✓
5.	Business Plan	✓
6.	Approval	✓
7.	Public Liability	✓
8.	Constitution (if applicable)	✓
9.	Signature Authorisation Letter (if applicable)	✓
10.	Final check by Rowelna Williams <i>P.P. L. Rix</i>	01 JUN 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
Yolande Quinton	<i>Yolande Quinton</i>	2020-06-01