

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

**ITHEKO SPORTS MANAGEMENT
(REGISTRATION NUMBER 2003/037034/23)**

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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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 **Itheko Sports Management** is a company registered in terms of the laws of the Republic of South Africa with registration number **2003/037034/23**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Mogamat Farouk Meyer** with ID number: **511018 5165 083** in his capacity as **Race Director** duly authorised hereto.

2. DEFINITIONS

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

2.1.1	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure, this area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.3	"City Services" means all services rendered by the CITY to events;
2.1.4	"City's Financial Year" means the financial year of the CITY commencing on 1 July 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 Slave Route Challenge to be held on 23 February 2020 in Cape Town CBD ;
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

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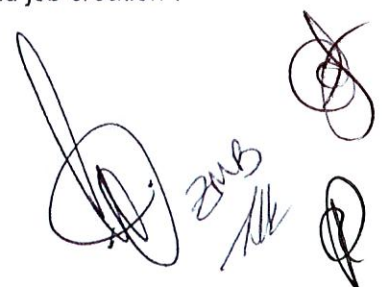
	12329) as approved by Council: 29 May 2013, C26/05/13 and;
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- 2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.
- 2.3 Any reference in this Agreement to:
- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
 - ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
 - iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).
- 2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.5 The headings do not govern or affect the interpretation of this Agreement.
- 2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.

- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 2.16 The provisions of this Agreement 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 The Slave Route Challenge is about bringing the community from all cultural backgrounds together by either walking or running. At the same time, the event highlights historical, cultural and slave heritage sites by running through District 6, Gardens, Company Gardens, Bo-Kaap, Green Point Urban Park, Fort Wynyard, CBD and the Castle of Good Hope.
- 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".

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The Policy was approved by Council on 29 May 2013.
- 4.2 The strategic focus arrears of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focuses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.3 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in 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.

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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.

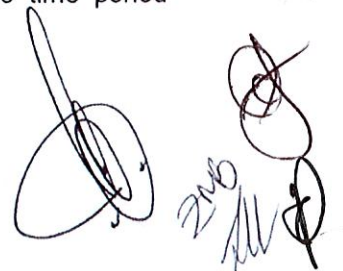
7.2.2 The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a violation of the warranties mentioned in clause 7.2.1.

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



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.

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- 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:

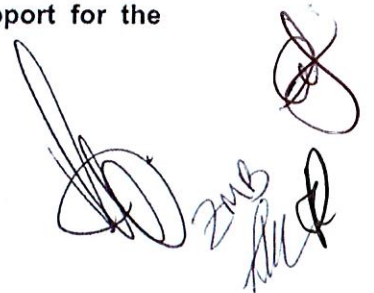
- 8.2.1 The CITY shall waiver the costs of the City owned facility to the RECIPIENT, as recorded in **Annexure "A"** attached hereto, subject to the RECIPIENT providing the necessary documentation, following the necessary approval processes and meeting the relevant requirements of the CITY.
- 8.2.2 The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



9. MONITORING AND EVALUATION

- 9.1 The reporting, as outlined in this clause and clause 9 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 9.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.
- 9.3 The CITY may, for the duration of this Agreement and until such time as obligations arising there-from and there-after for the RECIPIENT, monitor the RECIPIENT progress regularly through:
- 9.3.1 On-site visits during the validity of this Agreement;
 - 9.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 9.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 9.3.4 The analysis of the impact of the Event based on an evaluation by the CITY;
 - 9.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that the RECIPIENT records and submits in its report to the CITY.
- 9.4 The RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.
- 9.5 The RECIPIENT must grant officials of the CITY associated with services access to its premises and to all records of the RECIPIENT that are relevant to this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of the RECIPIENT .
- 9.6 The RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).
- 9.7 If it is found that the RECIPIENT is guilty of unlawful conduct or negligence, the RECIPIENT shall forfeit its right to benefit from the CITY's Support for the Event.

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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

Cape Town

Telephone 021 021 400 3355

Fax: 021 400 5923

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

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12.2 RECIPIENT: -

Attention: Mr Mogamat Farouk Meyer

Race Director

23 Jupiter Road

Surrey Estate

7764

Telephone: (021) 633 0507

Cell: 083 460 6786

Email: itheko@mweb.co.za

12.3 The *domicilium citandi et executandi* is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

13. INDEMNITY AND INSURANCE

13.1 The RECIPIENT hereby indemnifies the CITY against any claims, which may be made against the RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by the RECIPIENT (its employees, officials and representatives and/or its subcontractors), in the course of this Agreement.

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

13.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.

13.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.

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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;

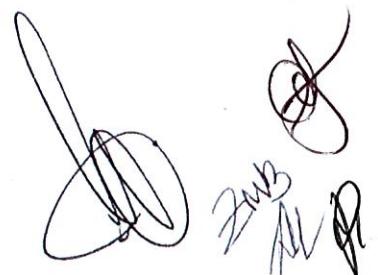
13.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

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.
- 14.4 If the CITY breaches the terms and conditions of this Agreement, the RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.5 In the event of the CITY failing or being unable to remedy the breach the RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 14.5.1 Cancel the Agreement and claim any damages together with interest; or
- 14.5.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.6 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

15. NO FAULT TERMINATION

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

16. GENERAL

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

17. CESSION AND ASSIGNMENT

- 17.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably 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.

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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.

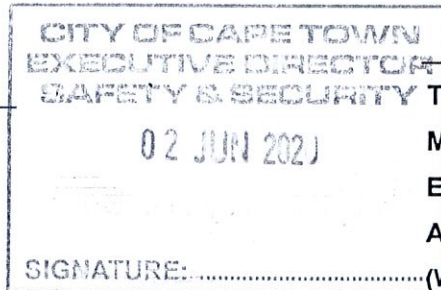
The block contains several handwritten signatures and initials in blue ink. On the left, there is a large, stylized signature. To its right, there are two smaller, more compact signatures. Below these, there are several sets of initials, including what appears to be 'MB' and 'M'.

SIGNED at [Signature] on this 02 day June of 2020.

AS WITNESSES

1. [Signature]

2. _____



[Signature]

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

SIGNED at ATHLONS on this 18TH day MAY of 2020.

AS WITNESSES

1. [Signature]

2. [Signature]

[Signature]

ITHEKO SPORTS MANAGEMENT:
MR MOGAMAT FAROUK MEYER
RACE DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO)

[Signature] [Signature] [Signature]

ANNEXURE "A"

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:

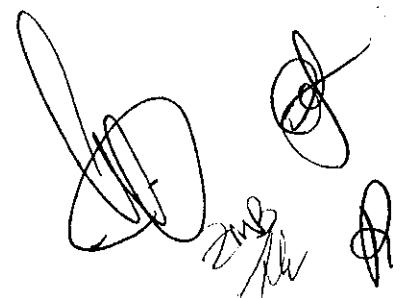
- Metro Police
- Traffic Services
- Disaster Risk Management
- Law Enforcement
- Fire and Safety

2. The CITY shall waiver the venue costs of the city-owned venue subject to availability
– Grand Parade.

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: a large one on the left, a smaller one in the middle with the initials 'ZNB' written next to it, and another on the right. Below the middle signature are some additional scribbles and initials.

THE RIGHTS PACKAGE

- City logo on marketing materials
- City to be included in media releases
- City of Cape Town branding at the event venue
- Executive Mayor to do the welcome of runners
- Complimentary race entries

Handwritten signatures and initials in black ink, located in the bottom right corner of the page. There are three distinct signatures and several sets of initials.

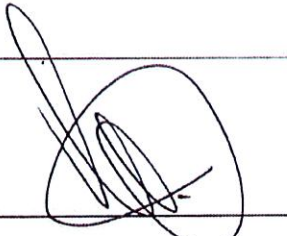
ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That **Itheko Sports Management (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 Mogamat Farouk Meyer**, in my capacity as **Race Director of Slave Route Challenge** 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.

 Mogamat Farouk Meyer	Date: 18.05.2020	Place: ATHLONE
 Zarina Meyer	Date: 18.05.2020	Place: ATHLONE

 ZMB




**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: Itheko Sports Management
2.	AIMS AND OBJECTIVES OF ORGANISATION: Organise an Event that promotes the Culture, History and Heritage of the City of Cape Town
3.	PROJECT OR PROGRAMME DETAILS:
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? Running and walking Event called The Slave Route Challenge, that caters for the whole family and helps promote a healthy lifestyle
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: Within the City of Cape Town, passing all Heritage sites in the City, Historical sites and showcasing the Culture, Heritage and Beauty of the City.
3.3	Number of attendees and/or participants: How many people attend the event? 8000 Participants 2000 Spectators
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: All communities within the Western Cape, Boland Area, South Western District and National and International participants

3.5	Sponsorship objectives: Which companies are sponsoring the event? Brimstone Investment Corporation is main sponsor Partners (sponsorships in services) - Peninsula Beverages (refreshments) - Smile Radio (advertising) - Castle (venue) - Life Hospitals Vincent Pallotti (Medical services) - Table Mountain (Lucky Draw Prizes)
3.6	Swot Analysis: Strengths and Weaknesses: Strengths Very good community support and involvement from Community Civic Associations and Rate Payers Associations Weaknesses - Availability of venues (Grand Parade, Castle and Route). - Availability of date as historically the date is Mothers Day in May, but we have had to seek another date for the past few years, due to the muslim moth of Ramadaan falling in May and the sensitivity of running through the Bo Kaap area during this time, an area predominantly Muslim. - With the date change, we need to seek an alternate and available date on the Western Province calendar
3.7	Opportunities: How will you grow your event: Focus more on International marketing and Social media (currently have Partnership Agreement with the French Consulate and the French island of Reunion)
3.8	Threats: Any concerns about the event: Weather conditions as the event is primarily outdoors Vagrants along route Safety of race crew in the city centre on race morning
3.9	Marketing and Media: Brief information on the plans (challenges): Smile as the Broadcasting sponsor Media24 and Independent Newspapers as printed media sponsor Social media is done on platforms like Facebook and Instagram



3.10	Economic Development and Tourism impact: This event generates part time jobs for a number of persons The location is well placed to attract tourists There is a good international following already
3.11	Legacy: To have a race that promotes the Culture, History and Heritage of Cape Town and to showcase its beauty.

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)	Charity donation to League of the Friends of the Blind	65 000.00
(ii)	Grounds/ Start/ Finish/ Hospitality Tent And Security	136 000.00
(iii)	Entries/ Registration	64 000.00
(iv)	Route (includes Traffic, Metro)	241 000.00
(v)	Aid Stations	62 400.00
(vi)	Fencing, Race Announcer	63 000.00
(vii)	WPA Technical and Race Levies	60 000.00
(viii)	Marketing (Broadcasting Sponsor Smile Radio)	30 000.00
(ix)	Prize Monies and Medals	228 000.00
(x)	Club / Athletics Development	200 000.00

TOTAL BUDGET – EXPENDITURE

1 149 400.00

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	150 000.00
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	400 000.00
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	599 400.00
(ii)	MERCHANDISING	
(iii)		
(iv)		
(v)		
(vi)		

TOTAL BUDGET – INCOME

1 149 400.00

Duly authorised person of the organisation:

Full Name: Mogamat Farouk Meyer
RSA ID Number: 511018 5165 083
Position: Event Organiser

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 and Security*

Project Manager: - *Y. Q. Rink*

Date: - 2020 : 06 : 01

Signature: - *Y. Q. Rink*



WESTERN PROVINCE ATHLETICS

Green Point Athletics Stadium, Vlei Road, Green Point
PO Box 101, Lansdowne, 7779
Tel: 021 418 3232
www.wpa.org.za

14th January 2020

PERSONAL: Achmat Jacobs

Itheko Sport Athletic Club

Per e-Mail: ajacobs@um.co.za

Western Province Athletics
PO Box 101
LANSDOWNE
7779

Dear Achmat

PUBLIC LIABILITY INSURANCE - Slave Route 21 & 10 Challenge - 23 February 2020
POLICY NUMBER: SPL/SLFG/000013497
INSURER: HOLLARD INSURANCE COMPANY LIMITED

We confirm herewith that Public Liability cover for your events with a limit of liability of R20 000 000 - 00 has been arranged in terms of the above-numbered Hollard Insurance Company Limited policy number on the 23rd of February 2020.

Copy of the policy is available on request.

We trust that you will find this in order.

Kind regards

Jakes Jacobs
President
Western Province Athletics

Board Members

Jakes Jacobs (President) | Achmat Jacobs (Vice President) | Russel Mehl | Malikh Effendi-Meyer | Sharief Jefferies | Allen Barnes |
Norma Nonkonyana | Andre Rix | Zena Erasmus (Manager)

VAT Reg: 4530134404 / PBO No: 930007993



itooTM

In association with **Hollard.**

General Liability

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

General Liability Policy Schedule

This schedule must be read in conjunction with the ITOO Primary General Liability Wording.

Policy Number	SPL/SLFG/000013497	
Type of Document	Renewal Policy	
Insured	Western Province Athletics and or associated and affiliated Athletics Clubs and their respective Members, Officers, Agents, Employees and Volunteers	
Insured Vat Number	4530134404	
Company Registration Number	To be provided	
Insured Business Description	Athletics Federation and organisation of running and athletic events in Western Cape region including all activities related thereto	
Insured Postal Address	PO Box 101, Lansdowne, Cape Town, Cape Town/Western Cape, 7779	
Intermediary	Phoenix Insurance Brokers North (Pty) Ltd Broker Code: WATER01B FSP Number: 4880 VAT Number: 4650147129	P O Box 140, South Africa, 7725
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: 15 December 2019 To : 14 December 2020 (both dates inclusive)	
Anniversary/Renewal Date	15 December 2020	
Retroactive Date(s)	01 October 2013	
Type of Contract	Annual	
Effective Date	15 December 2019	
Payment Frequency	Annual Paid Monthly	
Annual Premium	R 60 057.25 (15% VAT amount of R 7 833.55 included)	
Monthly Premium	R 5 004.77 (15% VAT amount of R 652.80 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/000013497

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 R12,011.45

General Liability

Risk Details

Policy Coverage Form	Claims Made
Type of Policy	Primary

Policy Details

Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Public Liability	R 20 000 000	Each and Every Event Limit	R 15 000	Each and Every Claim
Products Liability	R 5 000 000	Aggregate	R 15 000	Each and Every Claim
Wrongful Arrest and Defamation	R 1 000 000	Aggregate	R 2 500	Each and Every Claim
Statutory Legal Defence Costs	R 1 000 000	Aggregate	R 2 500	Each and Every Claim

Policy Wording

Primary General Liability Wording

Standard Risk Conditions

Geographical Limits - Worldwide excluding USA and Canada

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

Business Identity Theft Endorsement:

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs ITOO will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing ITOO Business Identity Theft support risk staff contactable on 080 SUPPORT (7877678) from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Company's identifying data has been utilized to impersonate the business in order to further an identity thief's intents.

Process

If an identity theft incident takes place, you must call the ITOO SUPPORT LINE ON 080 SUPPORT in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

- a) Expenses not approved by ITOO.
- b) ITOO will not make payments directly to customers or service providers.
- c) Expenses related to High Court and/or High Court of Appeal action.
- d) Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- e) Losses that a customer suffers as a result of ATM or credit card fraud.
- f) Consequential Losses suffered as a result of the Identity Theft.
- g) Individuals; including Directors, Officers and Staff.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

For further information please visit the Identity Theft web site: www.identityguard.co.za

Health and Safety Endorsement:

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as an ITOO General Liability policy holder, we will pay on behalf of the Insured various Health and Safety advise services relating to the Insureds business activities to assist you in adhering to the Occupational Health and Safety Act, and taking your business to the highest level of compliance. Such services are obtainable by contacting the ITOO Health and Safety Hotline on 0861 SAFNET (0861 723 638) between 8am and 5pm Monday to Friday.

Telephonic Advice will be given on the following:

- Health, Safety and Environmental Systems;
- OHSAS 18001 Quality Management Systems;
- Compliance with statute legal requirements;
- Hazardous environments and tasks;
- Occupational hygiene in the workplace;
- Checklist, compulsory registers, formation and election of Health and Safety representatives/ committees; and
- Health and Safety plans and policies, emergency evacuation plans, emergency procedures and environmental.

Exclusions

- Any advice on how to bring a claim under this policy;
- Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- Any matters where the policy holders business does not have an economical or legitimate interest;
- Any disputes or potential disputes between the policy holder and ITOO; and
- Any legal advice or certification.

Nothing in this endorsement shall be construed to increase the insurer's limit of liability set forth in the declarations page of such other ITOO Policy.

Legal Assist Endorsement:

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a ITOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insureds business activities. Such services are obtainable by contacting the ITOO Legal Assist line on 0861 102 033; 24 hours a day, 7 days a week.

What You Get

Each policy holder has access to the following as per policy period:

- a) An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

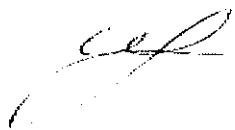
- a) A face to face Consultation with a qualified attorney;
- b) Up to three letters, matter and complexity dependent; and
- c) A follow up consultation.

Exclusions

- a) Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- b) Any advice on how to bring a claim under this policy;
- c) Any matters pertaining to any claims repudiated by the ITOO Special Risks (Pty) Ltd;
- d) Matters where the policy holders business does not have an economical or legitimate interest;
- e) Any matters related to Family law;
- f) Any Criminal Matters;
- g) Credit Control or Debt Collection;
- h) Issuing and service of a summons and/ or response;
- i) Any disputes between the policy holder and ITOO; and
- j) Any matter in which ITOO believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

*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: 17 December 2019

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

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

Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank
Postal Address	PO Box 32334, Braamfontein, 2017
Telephone Number	0860 726 890/011 726 8900
Fax Number	011 726 5501
Email Address	info@osti.co.za
Website	www.osti.co.za

THE FAIS OMBUD

Physical Address	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	012 470 9080/012 762 5000
Fax Number	012 348 3447
Email Address	info@faisombud.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

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.

LATE ITEMS

SPEV 25/11/19 ATHLONE PEOPLE'S NIGHT MARKET – 16 - 24 DECEMBER 2019

It was **RESOLVED** that the event be referred back to Department as the applications are deemed as markets and not events.

ACTION: R BOSMAN; L DESOUZA-ZILWA; WSE SOLOMONS-JOHANNES

SPEV 26/11/19 SLAVE ROUTE CHALLENGE 2020 – 23 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R150 000 towards City Services, from the Events Budget; as well as the waiver of venue costs for Grand Parade, subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 27/11/19 CAPE TOWN SIXES – 14 - 16 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R100 000 towards City Services, from the Events Budget as well as the waiver of venue costs for the Shared Fields, subject to availability and that the cost be absorbed by the applicable line department.

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

EVENTS FOR DISCUSSION

SPEV 28/11/19 MISS SA – 2 AUGUST 2020

It was **RESOLVED** that the event be referred to the Events Department to engage with the event organiser.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 29/11/19 FORMULA E

It was **RESOLVED** that the event be referred to the Events Department to present the feasibility study for the track and event to the committee.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

T: +27 21 400 5929 F: +27 21 400 5921
E: Themba.Gwadiso@capetown.gov.za

FINALISATION LETTER

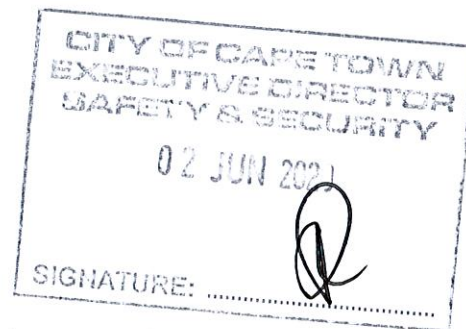
DATE: 19 May 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: Slave Route Challenge

OUR REF:

Dear Sirs



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

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor

CIVIC CENTRE IZIKO LEENKONZO ZOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 PO BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

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 and the applicable DMT member must sign this form before submission to the ED's office.</i>	

Agreement with:	Reason / Name of Event:
ITHEKO SPORTS MANAGEMENT	SLAVE ROUTE CHALLENGE

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

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

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. Nx</i>	01 JUN 2020
9.	Signed and dated by ED: Safety and Security and Events	
10.	Two witnesses	
11.	Each page initialled by all of the above	

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