



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

**SUN INTERNATIONAL (SOUTH AFRICA) LIMITED
(REGISTRATION NO: 1977/071333/06)**

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
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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 **Sun International (South Africa) Limited** a company registered in terms of the laws of the Republic of South Africa with registration number: **1977/071333/06**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Anthony Leeming** with ID number: 6010215146089 in his capacity as **Chief Executive** 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 and ending on 30 June of any given year;

2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date the services are delivered by the City irrespective of the Signature Date;
2.1.7	"Completion Date" means the date that RECIPIENT has fulfilled all its obligations in terms of this Agreement or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	"Event" means the Sun Met: Africa's Richest Race Day on 1 February 2020 at Kenilworth Racecourse ;
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.

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- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, then the words shall prevail.

3. PREAMBLE

- 3.1 The Sun Met is a celebration of Africa's rich horse-racing heritage, styling fashion and thrilling entertainment. The event will host celebrities, Bonang Mathemba, Miss South Africa Sasha-Lee Laurel Olivier, fashion designer Palesa Mokubung and internationally acclaimed DJ Black Coffee at The Sun Met 2020 on 1 February 2020 at the Kenilworth Racecourse under the theme, African Luxury: Visionaries. The Sun Met is brought to you by Sun International with House of BNG as the official celebration partner.

4/2/20

- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the IDP, and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.2 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package as per **Annexure "B"**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

- 4.1 The Policy was approved by Council on 29 May 2013.
- 4.2 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focuses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.3 The Policy aims to create mutually beneficial outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.
- 4.4 This Event falls within the scope of application of the Policy.

5. DURATION OF THE AGREEMENT

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

6. VARIATIONS TO THE AGREEMENT

- 6.1 Variations to this Agreement may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

7. OBLIGATIONS OF THE RECIPIENT

The RECIPIENT confirms that:

7.1 In respect of reporting:

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

- 7.1.2 **Non-compliance with this clause 7.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.**

7.2 In respect of Compliance:

- 7.2.1 The RECIPIENT must for the duration of this Agreement adhere to the City's approval processes, all legislation, by-laws, policies, regulations and all legislation applicable to this Agreement as well its own constitution and ensure that any and all of the RECIPIENT suppliers and service providers appointed in terms of 7.3.4 are similarly compliant.

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

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

7.3 In respect of the Event:

- 7.3.1 Ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with.

- 7.3.2 Obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period

stipulated in clause 18.2 above from the time the sample advertising material having been presented to the CITY for consideration.

- 7.3.3 Obtain public liability insurance for the Event as stipulated in clause 13 herein;
- 7.3.4 Make all payments as may be required in respect of the Event to suppliers and service providers as appointed by the RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT (except those obligations recorded in this Agreement in clause 8.2 and as being the responsibility of the CITY).
- 7.3.5 **Employ, manage and be responsible for the employee's official's representative/agents and subcontractors who are part of and involved in the Event.**
- 7.3.6 Not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 21 below.
- 7.3.7 At all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the City's brand must be in accordance with the CITY's branding policy.
- 7.3.8 Undertake to instruct their employees, officials, representatives and/or subcontractors of their obligations as set forth in this Agreement.
- 7.3.9 Designate the CITY as a Sponsor and official CITY status with regard to the Event.
- 7.3.10 **Ensure that together with its employees, officials, representatives and/or subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event.**
- 7.3.11 Ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event.
- 7.3.12 Ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event.

- 7.3.13 Ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliancy as mentioned in clause 7.2 above.
- 7.3.14 **Non-compliance with this clause 7.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.**
- 7.3.15 Provide the City with the rights contained in the Rights Package as recorded in Annexure "B"

8. OBLIGATIONS OF THE CITY

In regard to:

8.1 Monitoring and Evaluation:

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

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

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

- 8.2.2 The CITY shall provide City services not exceeding R750 000:

City Services not exceeding the amount of **R750 000 (Seven 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.**
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, 8000

Telephone (021) 400 3355

Fax: (021) 400 5923

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

12.2 RECIPIENT: -

Attention: Mr Anthony Leeming

Chief Executive

6 Sandown Valley Crescent

Sandton

2196

Tel: (011) 780 7000

Cell: 082 806 9679

Email: anthony.leeming@suninternational.com

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

13. INDEMNITY AND INSURANCE

- 13.1 The RECIPIENT hereby indemnifies the CITY against any claims, which may be made against the RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by the RECIPIENT (its employees, officials and representatives and/or its subcontractors), in the course of this Agreement.
- 13.2 The RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by the RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by the RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the willful misconduct or gross negligence of the CITY.
- 13.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.
- 13.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.
- 13.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist. 13.6 RECIPIENT shall:

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13.5.1 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;

13.5.2 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

13.5.3 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.

13.6 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.

13.7 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.

13.8 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:

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- 14.2.1 Cancel the Agreement and claim damages together with interest; or
- 14.2.2 Demand Specific Performance together with a claim for damages and interest.
- 14.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
 - 14.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
 - 14.3.2 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
 - 14.3.3 The nature and quality of the Event does not reflect the standard and value –for – money use of the Transfer Payment by RECIPIENT;
 - 14.3.4 The RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 14.4 If the CITY breaches the terms and conditions of this Agreement, the RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.5 In the event of the CITY failing or being unable to remedy the breach the RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
 - 14.5.1 Cancel the Agreement and claim any damages together with interest; or
 - 14.5.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.6 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.
- 15. NO FAULT TERMINATION**
- 15.1 The Parties hereby agree that should the Event not proceed for whatsoever reason; the CITY may immediately stop providing the CITY Services with no notice being delivered to RECIPIENT.
- 16. GENERAL**
- 16.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

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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.

[Handwritten signature]

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.

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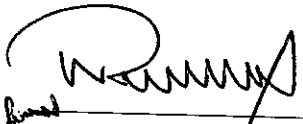
24. COSTS

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

25. SIGNATURE

- 25.1 This agreement is signed by the Parties on a date and at the places recorded herein.
- 25.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 25.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

SIGNED at Cape Town on this 27 day of July 2020.


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



SIGNED at Johannesburg on this 21st day of July 2020.



SUN INTERNATIONAL (SOUTH
AFRICA) LIMITED
MR ANTHONY LEEMING
CHIEF EXECUTIVE
(WHO WARRANTS HIS
AUTHORITY HERETO)

ANNEXURE "A"

CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R750 000 (Seven 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:

- Traffic Service
- Metropolitan Police
- Law Enforcement
- Fire and Rescue Services
- Disaster Risk Management
- Road Furniture
- Street flag and poster permissions

THE RIGHTS PACKAGE

PR & Media:

- City representative present at each of these events leading up to Sun Met on 1 February 2020.
 - SunMet 2020 Launch on the 1st of October 2019 at the Zeitz Mocca. City representative to have a speaking opportunity at this event.
 - Barrier Draw on the 21st of January 2020 at the GrandWest Casino and Entertainment World. Horseracing focused event as it is based on the draw of where the horses start
 - Horses Spa Day on the 24th of January 2020 at Muizenburg Beach. Some runners come down to the beach for a shoot with Miss SA.

Branding:

- Branding & activation rights at all Sun Met 2020 events:
 - 2020 launch & announcement of new sponsors
 - Barrier Draw (21 January) – GrandWest Casino & Entertainment World
 - Horses Spa Day (24 January) – Muizenburg Beach (Media Event)
 - Sun Met 2020 (1 February) – this includes branding on main scoreboard and red carpet
 - Final artwork for all branding at event will be sent for your approval before use
- Red Carpet Branding
 - City of Cape Town logo will appear on the public red carpet. This area is covered extensively by the media and is where celebrities start the day
 - The Sun Met PR team will liaise with the Mayor doing red carpet (and other TV / Radio) interviews
- Rights to all Sun Met 2020 collateral, including:
 - Official Logo
 - Theme & Official Photography & promotional material
 - All official Sun Met promotions material will include City of Cape Town

Entries & Hospitality:

- 500 General Access tickets for giveaways or internal use
- VIP Tickets (5 doubles) to Sun Met Lounge

Post Event Report, Documentation & Engagements:

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

ANNEXURE "C"

DIRECTOR'S/MEMBER'S RESOLUTION

Please see attached.

SUN INTERNATIONAL (SOUTH AFRICA) LIMITED
REGISTRATION NUMBER 1977/071333/06

("the Company")

Certified a true extract of the written resolution of the board of directors passed at Sandton on 11 June 2020 in terms of the Company's memorandum of incorporation and in terms of section 74 of the Companies Act No 71, 2008, as amended (the "Companies Act")

"EVENTS AGREEMENTS (SPONSORSHIP AGREEMENT) BETWEEN THE COMPANY AND THE CITY OF CAPE TOWN, A METROPOLITAN MUNICIPALITY ESTABLISHED IN TERMS OF THE LOCAL GOVERNMENT: MUNICIPAL STRUCTURE ACT (NO. 117 OF 1998) READ WITH THE PROVINCE OF THE WESTERN CAPE: PROVINCIAL GAZETTE 5588 DATED 22 SEPTEMBER 2000 (AS AMENDED), ("THE PARTIES).

We, the persons whose names appear below and who have signed this document or other documents in the same form, being all of the directors of the Company, hereby adopt by written consent, given in person or by electronic communication, the following resolutions in terms of section 74 of the Companies Act, 2008 (as amended) ("the Companies Act").

It is recorded that each director of the Company has received notice of the matters referred to below.

WHEREAS the Parties wish to formally record their obligations fulfilled in respect of the Sun Met horseracing celebration ("Sun Met") that was held on 1 February 2020 at the Kenilworth Racecourse by signing the circulated Events Agreement:-

IT WAS RESOLVED:

THAT Mr AM Leeming, in his capacity as a director of the Company and chief executive of Sun International Limited, be and is hereby authorised to sign the Events Agreement for and on behalf of the Company recording the terms and conditions of the Parties' obligations in respect of the Sun Met, albeit that the Parties' obligations in terms of the agreement have already been fulfilled; and

THAT to the extent that any person, prior to the date of this resolution, executed any documents and / or performed any of the actions contemplated in the Events Agreement, the board hereby, to the extent that the same may be necessary and to the extent that such actions are legally capable of ratification, ratifies and approves all and any such execution of documents and/or the performance of any and all such actions."



Elizabeth Defillo Hernandez
For and on behalf of

7 July 2020

Sun International Corporate Services
Proprietary Limited - Secretaries

PROJECT PLAN

ANNEXURE “D”

Please see attached.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Appendix "A"

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

PROJECT PLAN

Financial Year (the City's financial year): 1 July 2019 to 30 June 2020

DETAILS AND REQUIREMENTS

No.:

1.

ORGANISATION: Sun International Management Limited / Kenilworth Racing Association

2.

AIMS AND OBJECTIVES OF ORGANISATION:

As principle sponsor for the SunMet, Sun International is invested in maintaining and building the profile of the City of Cape Town is a world-class city to host international standard events. Sun International is also a key player in bringing tourism (national and international) to the City – with the Table Bay and GrandWest Casino Entertainment World being integral to our portfolio.

3.

PROJECT OR PROGRAMME DETAILS:

3.1

Project or Programme Description – What is the proposed project's focus, purpose or level of intervention?

The project's focus is to exhibit the potential of Cape Town, its people and what suppliers in the city are capable of producing.

3.2

Location/area - Where will this project be carried out? I.e. What is the target area?
Target:

Kenilworth Race course (Primary)
City Bowl / V & A Waterfront (Secondary)
GrandWest Casino & surrounding area (Tertiary)

3.3

Number of attendees and/or participants: How many people attend the event?

Approximately 13 000 people are expected to attend the event.

3.4

Beneficiaries - Which community (the target community or group) will benefit from this project? Target:

The communities that will receive the most benefit from this is the labour force works in H&S, Security, Medical & Emergency services, Service industry (Waiters, Barmen, Cleaning). We also provide our student workforce (18 – 24) with a great deal if casual labour on the day, as they are key support staff.

3.5	Sponsorship objectives: Which companies are sponsoring the event? <table><tr><td>Sun International</td><td>-</td><td>Key sponsor of the event</td></tr><tr><td>Circa</td><td>-</td><td>Hospitality and Infrastructure partner</td></tr><tr><td>Diageo and ABInBev</td><td>-</td><td>Alcohol suppliers</td></tr><tr><td>American Swiss</td><td>-</td><td>Official jewellery sponsor</td></tr><tr><td>House of BNG</td><td>-</td><td>Official celebration partner</td></tr><tr><td>PenBev</td><td>-</td><td>Official soft drink partner</td></tr><tr><td>HeartFM</td><td>-</td><td>Official radio station</td></tr><tr><td>SABC 3</td><td>-</td><td>Official lifestyle partner (will broadcast SunMet live)</td></tr></table>	Sun International	-	Key sponsor of the event	Circa	-	Hospitality and Infrastructure partner	Diageo and ABInBev	-	Alcohol suppliers	American Swiss	-	Official jewellery sponsor	House of BNG	-	Official celebration partner	PenBev	-	Official soft drink partner	HeartFM	-	Official radio station	SABC 3	-	Official lifestyle partner (will broadcast SunMet live)
Sun International	-	Key sponsor of the event																							
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PenBev	-	Official soft drink partner																							
HeartFM	-	Official radio station																							
SABC 3	-	Official lifestyle partner (will broadcast SunMet live)																							
3.6	Swot Analysis: Strengths and Weaknesses: Strengths: Event has grown profile over the past three years, Event is regarded as being world-class and providing a memorable experience, Event is becoming something that celebrities and public do not want to miss out on, Great value for money as after-party is free to everyone on course General access entry ticket is R200 Weaknesses: Growth of numbers has been slower than expected but this is due to the time of year that event takes place.																								
3.7	Opportunities: How will you grow your event: Seek out more visible opportunities throughout the city to regain the sense that SunMet is the only event that is happening in the City on 1 February. High frequency of advertising in October and November and then with a final push in January 2020.																								
3.8	Threats: Any concerns about the event: Cape Town 10s is happening on the same weekend in Cape Town, so this can take away a part of the audience that would usually attend the SunMet. The audience for the sake of fashion and music is largely female skewed, so this could even out the attendance demographic, but nevertheless another event is happening on the day.																								
3.9	Marketing and Media: Brief information on the plans (challenges): Please see attached presentation "Project Overview".																								
3.10	Economic Development and Tourism impact: Kenilworth Racing provides an attraction to the people in Cape Town and especially the International Race Horse Owners. Tourism – supports all the hotels in the Western Cape.																								
3.11	Legacy: City of Cape Town stages the greatest horse-racing events in South Africa which attracts the more affluent and influential middle-class community from Gauteng to Cape Town.																								

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)	Rights Fees	R3 570 000
(ii)	Event Operational Costs	R6 183 000
(iii)	Entertainment & Technical	R 250 000
(iv)	Staff, accommodation & travel	R 150 000
(v)	Marketing, Digital and PR	R 100 000
(vi)	Transport	R 29 500
(vii)	Contingency & Sundries	R 20 000
(viii)		
(ix)	City of Cape Town barter agreement – Services rendered as per 4.2.1	R 750 000
(x)		

TOTAL BUDGET - EXPENDITURE

R11 052 500

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 (see ix above)	R750 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	
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	
	Diageo	R1 300 000
	Circa	R3 180 000
	SAB	R1 500 000
	Kia – car sponsor	R 850 000
	After Party sponsorship	R 700 000
	Capitec Bank	R 650 000
	TenCent	R 400 000
	American Swiss	R 350 000
	Coca Cola	R 130 000

(i)	Ticket sales	R 400 000
(ii)	Hospitality tickets	R 842 528
(iii)		
(iv)		
(v)		
(vi)		
TOTAL BUDGET - INCOME		R11 052 528

Duly authorised person of the organisation:

Full Name: Anthony Leeming
 RSA ID Number 6010215146089
 Position Chief Executive



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: - Events

Project Manager: - Josiah Arnolds

Date: - 31/7/20

Signature: - J. Arnolds

CONFIRMATION OF LIABILITY INSURANCE

SUN INTERNATIONAL LIMITED

INSURED: Sun International Limited and/or subsidiary and/or controlled and/or associated and/or managed companies and/or joint ventures and/or medical aid or share trust funds and/or other companies for whom they have responsibility or authority to arrange insurance, all for their respective rights and interests and liabilities.

INSURER: Stalker Hutchison Admiral (Pty) Ltd for and on behalf of Santam Ltd and QBE Reinsurance (Europe) Ltd

PERIOD: 09 April 2019 to 08 April 2020

INTEREST: Legal Liability arising out of the Business outlined in the Policy Schedule within the Territorial Limits for claims or alleged circumstances first made against the Insured during the Period of Insurance and arising out of events which occurred on or after the Retroactive Date stated in the Specification attached to the Policy, subject always to the Terms, Conditions and Exclusions of such Section and of the Policy as a whole.

BASIS OF COVER: Claims Made

LIMITS OF LIABILITY :

A. PRIMARY COMBINED GENERAL LIABILITY
Limit ZAR 200 000 000 any one occurrence, sub limited per policy.

B. UMBRELLA LIABILITY COVERS
USD 50,000,000 Sun International Group Umbrella Liability in excess of Primary Combined General Liability

DEDUCTIBLES: R50 000 each and every claim but R1 000 000 in respect of Pure Financial Loss

TERRITORIAL LIMITS: Worldwide but excluding United States of America and Canadian domiciled operations

RETROACTIVE DATE: 1 July 1997

EXCLUSIONS: As per Policies

TERMS & CONDITIONS: As per Policies, including a Dispute Clause which states that the Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising under the Policy. Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in the Policy is understood and agreed by both the Insured and the Insurers to be subject to South African Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within South Africa or elsewhere as elected by the Insured and to comply with all requirements necessary to give such court jurisdiction. All matters arising under the Policy shall be determined in accordance with the law and practice of such court.

Sincerely,



Hellen Sekete
Client Executive - Industry and Services

Josiah Arnoldus

From: Lesley Cox
Sent: Tuesday, May 26, 2020 11:08 AM
To: Josiah Arnoldus
Subject: FW: 2020 SunMet City of Cape Town contract finalisation

Hi Josiah

When you do file this agreement and the relevant documents, after Richard has signed them, please include this trail of correspondence too.

Thank you!

Kind regards,
Lesley

From: Lesley Cox
Sent: Tuesday, 26 May 2020 11:06
To: 'Shruti Singh' <shruti.singh@suninternational.com>; Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>
Cc: Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Sonja Holl <sonja.holl@suninternational.com>
Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Good day Shruti

Thank you for your email below.

Kindly note that in terms of your first bullet point, your assumption of the respective annexures is correct. In terms of the second bullet, those documents are internal requirements and not ordinarily attached to the agreement for the EO to sign. The electronic signatures will be in order under the circumstances and we will note same accordingly.

Thank you for your assistance herein.

Kind regards,
Lesley

From: Shruti Singh <shruti.singh@suninternational.com>
Sent: Tuesday, 26 May 2020 10:35
To: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>; Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Cc: Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Sonja Holl <sonja.holl@suninternational.com>
Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Hi Josiah and Lesley

By way of update, our company secretary has been advised of this matter. She has advised that she will attend to obtaining a board resolution authorising Mr. Leeming to sign the agreement on behalf of the Sun International entity. She will only be in a position to provide us with an update by the end of this week, as she is attending other board meetings scheduled during this week.

Josiah Arnoldus

Information Officer | Events Department | Safety and Security Directorate

10th Floor, Two Bay, Tower Block, 12 Hertzog Boulevard, Foreshore, Cape Town, 8001

Tel: 021 400 5596 | **Email:** Josiah.Arnoldus@capetown.gov.za | **Web:** www.capetown.gov.za

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From: Shruti Singh <shruti.singh@suninternational.com>

Sent: Monday, May 25, 2020 1:30 PM

To: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>

Cc: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>; Sonja Holl <sonja.holl@suninternational.com>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>

Subject: RE: 2020 SunMet City of Cape Town contract finalisation

We will have to request same from our company secretary, which is a different department. I am unable to provide an anticipated time by when she will be able to respond or even obtain same as she is currently short staffed and working offsite.

Many thanks and kind regards,

Shruti Singh | Senior Legal Advisor
Group Legal | Central Office

Email shruti.singh@suninternational.com

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T +27 (0) 11 780 7000 / D +27 (0) 11 780 7213 / M +27 (0) 82 928 0207
suninternational.com

From: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>

Sent: Monday, 25 May 2020 13:26

To: Shruti Singh <shruti.singh@suninternational.com>

From: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Sent: Friday, 22 May 2020 14:57
To: Shruti Singh <shruti.singh@suninternational.com>
Cc: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>; Sonja Holl <sonja.holl@suninternational.com>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>
Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Good day Shruti

The above matter and email trail below refers.

Kindly note that all sponsorship agreements are subject to audit scrutiny. In terms of which, the City is required to adhere and meet all of the requirements set by ordinary contractual principles and s67 of the MFMA (Local Government: Municipal Finance Management Act).

I am uncertain at this point as to what points of the agreement is poses the ambiguity and will be happy to assist should you require further assistance.

I await your further response herein.

Kind regards,
Lesley

From: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>
Sent: Friday, 22 May 2020 13:03
To: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Subject: FW: 2020 SunMet City of Cape Town contract finalisation

Dear Lesley

Could you please submit a response to Shruti. Refer to subjoined email which is self-explanatory.

I have requested a letter from the board authorizing Anton Leeming to sign the agreement obo Sun International.

Kind regards

Josiah Arnoldus

Information Officer | Events Department | Safety and Security Directorate

10th Floor, Two Bay, Tower Block, 12 Hertzog Boulevard, Foreshore, Cape Town, 8001
Tel: 021 400 5596 | **Email:** Josiah.Arnoldus@capetown.gov.za | **Web:** www.capetown.gov.za

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- A letter signed by the Chairperson of the board stating that the CEO signs all agreements obo the company.
- Project plan to be signed by Anthony Leeming

The above can be submitted with the final agreement during the course of next week.

Kind regards

Josiah Arnoldus

Information Officer | Events Department | Safety and Security Directorate

10th Floor, Two Bay, Tower Block, 12 Hertzog Boulevard, Foreshore, Cape Town, 8001

Tel: 021 400 5596 | **Email:** Josiah.Arnoldus@capetown.gov.za | **Web:** www.capetown.gov.za

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CITY OF CAPE TOWN
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From: Shruti Singh <shruti.singh@suninternational.com>
Sent: Friday, May 22, 2020 11:11 AM
To: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>
Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Thank you for your feedback.

Many thanks and kind regards,

Shruti Singh | Senior Legal Advisor
Group Legal | Central Office

Email shruti.singh@suninternational.com

6 Sandown Valley Crescent, Sandton, 2196 / Private Bag 700, Sandton, 2146
T +27 (0) 11 780 7000 / D +27 (0) 11 780 7213 / M +27 (0) 82 928 0207
suninternational.com



Please note that given the restrictions around the pandemic, access to printers and witness signatures will be practically difficult to attain during this period. Our CE will be able to sign the agreement electronically (i.e. using his electronic signature).

Please can you provide us with the execution version of the agreement, so that we may arrange for signature.

Many thanks and kind regards,

Shruti Singh | Senior Legal Advisor
Group Legal | Central Office

Email shruti.singh@suninternational.com



6 Sandown Valley Crescent, Sandton, 2196 / Private Bag 700, Sandton, 2146
T +27 (0) 11 780 7000 / D +27 (0) 11 780 7213 / M +27 (0) 82 928 0207
suninternational.com

From: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>

Sent: Monday, 18 May 2020 15:05

To: Sonja Holl <sonja.holl@suninternational.com>

Cc: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>; Marnie Tait <marnie.tait@suninternational.com>; Shruti Singh <shruti.singh@suninternational.com>

Subject: FW: 2020 SunMet City of Cape Town contract finalisation

Importance: High

Dear Sonja

There are some details pertaining to Clause 1.2 which are still outstanding.

Kindly peruse and comment on the draft agreement as a matter of urgency.

Kind regards

Josiah Arnoldus

Information Officer | Events Department | Safety and Security Directorate

10th Floor, Two Bay, Tower Block, 12 Hertzog Boulevard, Foreshore, Cape Town, 8001

Tel: 021 400 5596 | **Email:** Josiah.Arnoldus@capetown.gov.za | **Web:** www.capetown.gov.za

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Morning morning Josiah

I am just following up on the status of the City of Cape Town contract and whether you have received it to date in order for me to distribute for signatories?

I appreciate your time and assistance.

Kindest Regards

Sonja

From: Sonja Holl

Sent: Friday, May 8, 2020 2:16 PM

To: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>

Cc: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>; Marnie Tait <marnie.tait@suninternational.com>; Shruti Singh <shruti.singh@suninternational.com>

Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Hi there Josiah

Yes, Graham Wood will sign the project plan together with the updated contract that you will forward to me.

Thank you for your time and assistance, once I receive the updated contract from you I will action as a priority.

Thank you for all your guidance, time and assistance, much appreciated.

Take good care and have a wonderful weekend.

Kindest Regards

Sonja

From: Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>

Sent: Friday, May 8, 2020 2:11 PM

To: Sonja Holl <sonja.holl@suninternational.com>

Cc: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>; Marnie Tait <marnie.tait@suninternational.com>; Shruti Singh <shruti.singh@suninternational.com>

Subject: RE: 2020 SunMet City of Cape Town contract finalisation

Dear Sonja

Thanks for the submission but could you please have the project plan signed by Graham Wood.

Kind regards

Project plan

Attached please find the updated project plan (attachment 3) which will be signed by the main signatory with the contract - I have attached the project overview (attachment 4) which the project plan is referring to.

Marketing plan / photos / videos

Thank you for accepting the two links I forward with the post event report / presentation, photos and video clips due to the size thereof.

I appreciate your time and assistance to get this finalized.

Let me know should you require more information from me.

Take good care and stay safe

Kindest Regards

Sonja Höll | Events Project Manager

Central Office

Email sonja.holl@suninternational.com

6 Sandown Valley Crescent, Sandton, 2196 / Private Bag 700, Sandton, 2146

T +27 (0) 11 780 7000 / D +27 (0) 11 780 7298 / M +27 (0) 76 870 7653

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SPEV 46/09/19 THE SUN MET: AFRICA'S RICHEST RACE DAY – 01 FEBRUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R750 000 towards City Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Xolile Prudence Msabala
Legal Advisor

T: +27 21 400 4024
E: Xolile.Msabala@capetown.gov.za
Ref:

FINALISATION LETTER

Date: 26 May 2020

To: Executive Director: SAFETY AND SECURITY

IN RE: Events Agreement between the City of Cape Town and SUN INTERNATIONAL (South Africa) Limited

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 event Agreement. Client Department was provided with an opportunity to peruse the event 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 event Agreement was signed.
6. **Ensure that all correct Annexures are attached to the event 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 event Agreement, at your earliest convenience.
8. Thank you for your assistance herein.

Yours faithfully

Xolile Prudence Msabala
Legal advisor

Internal Contract Administration Form

Directorate: **Safety and Security**

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.

AGREEMENT WITH:

Sun International

REASON / NAME OF EVENT:

Sun Met: Africa's Richest Day

Department:	✓
Events	✓

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

Agreement Status:	Name of Legal Advisor:	Proof attached
Vetted by Legal Services	Xolile Prudence Msabala	✓
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. [Signature]</i>	31 JUL 2020
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus	<i>J. Arnoldus</i>	31/07/20