



**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

**SUMMIT EVENTS (PTY) LTD
(with registration number: 4310277720)**

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** in his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **Summit Events (Pty) Ltd**, with registration number **4310277720**, is a registered Non-Profit Organisation in terms of the Laws of the Republic of South Africa, (hereinafter referred to as "**the RECIPIENTS**") represented by **Mr Stuart McConnachie** with identity no: **770529 5123 084** in his capacity as **Technical Director** of the RECIPIENT, 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 Ultra Trail Cape Town taking place on 28 November 2020 at Gardens Rugby Club in Oranjezicht ;
2.1.10	"Expenditure" means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.11	"Event's Organiser" means the RECIPIENT as described in clause 1.2 herein;
2.1.12	"Notice" means a written notice;
2.1.13	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.14	"RECIPIENT" means the Party described in 1.2 above;
2.1.15	"Signature Date" means the date on which this Agreement is signed by the Party signing last in time;
2.1.16	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.17	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;

2.1.18	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City; and
2.1.19	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.

2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.

2.3 Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
- iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).

2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.5 The headings do not govern or affect the interpretation of this Agreement.

2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.

2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.

- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 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 Ultra Trail Cape Town Special Edition consists of 50 km, 50 km team relay and 25 km solo trail running races and is to be held over one day. The race traverse sections of Table Mountain, the upper slopes of Kirstenbosch Nature Reserve, Oppelskop and Devil's Peak, the Pipe Track above Camps Bay, Corridor Ravine and the Twelve

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Apostles Trail which all form part of the iconic natural world heritage site and one of the Seven Natural Wonders of the World.

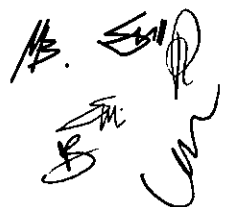
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the IDP, and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.2 The CITY agreed to make certain 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 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.

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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 of 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.

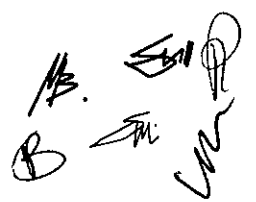
- 7.1.2 **Non-compliance with this clause 7.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 14 hereof.**

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.

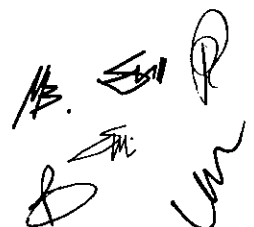
- 7.2.2 The RECIPIENT will take sole responsibility and liability of whatsoever nature for any loss or harm suffered as a result of a violation of the warranties mentioned in clause 7.2.1.

- 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,**

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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.

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- 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.

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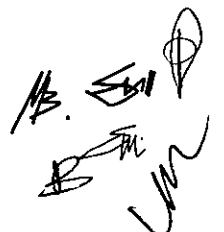
- 8.2.2 The CITY shall provide City Services not exceeding the amount of **R120 000 (One Hundred and Twenty Thousand Rand Only) (15% VAT where applicable)**. Should the City Services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs.

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.

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- 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

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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.

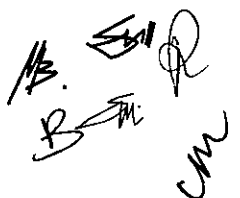
11.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.

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: -

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12.1 The CITY: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone number: 021 400 3355

Fax number: 021 400 5923

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

12.2 RECIPIENT: -

Attention: Mr Stuart McConnachie

Technical Director

9 Swanmore Road

Rondebosch

Cape Town

7700

Telephone number: 082 902 8881

E-mail: stuart@ultratrailcapetown.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.

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- 13.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.
- 13.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.
- 13.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.
- 13.6 RECIPIENT shall:
- 13.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (Twenty Million Rand)**, or as approved by the CITY in writing from time to time;
- 13.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and
- 13.6.3 ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.
- 13.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.

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

13.9 RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.

14. BREACH CLAUSE

14.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY must notify the RECIPIENT in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;

14.2 In the event of the RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

14.2.1 Cancel the Agreement and claim damages together with interest; or

14.2.2 Demand Specific Performance together with a claim for damages and interest.

14.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:

14.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;

14.3.3 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;

14.3.4 The nature and quality of the Event does not reflect the standard and value – for – money use of the Transfer Payment by RECIPIENT;

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- 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

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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

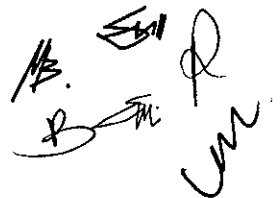
- 18.1 All Intellectual Property rights of whatsoever nature belonging to the CITY, including, without limitation, the CITY's logo, emblem or any other form of corporate identity, shall remain vested at all times in the CITY.
- 18.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy 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.**

Handwritten signatures and initials in the bottom right corner, including what appears to be 'AB', 'SM', 'B', and 'CM'.

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 signatures and initials in the bottom right corner, including what appears to be 'AB', 'SM', 'R', and 'Cm'.

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.

Handwritten signatures and initials in black ink, including what appears to be 'B.', 'SM', and 'LM'.

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 29th day of JAN 2020. 

AS WITNESSES

1. 
2. 



SIGNATURE:

THE CITY:

MR RICHARD BOSMAN

EXECUTIVE DIRECTOR: SAFETY
AND SECURITY

(WHO WARRANTS HIS AUTHORITY
HERETO).

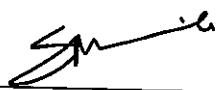


SIGNED at Rondebosch on this 19 day of January 2020.1 

AS WITNESSES

1. 

2. 

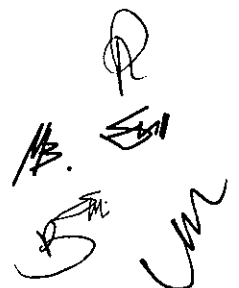

SUMMIT EVENTS (PTY) LTD
MR STUART MCCONNACHIE
TECHNICAL DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO)






CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding **R120 000 (One Hundred and Twenty 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:
 - a. Solid Waste Bins
 - b. Road Signage
 - c. Metro Police
 - d. Events Fencing
 - e. Bedouin Tents

Handwritten signatures and initials in black ink, including a large 'R' at the top, 'AB.' to the left, and several other stylized marks.

THE RIGHTS PACKAGE

Designation:

- City of Cape Town has exclusivity as the Host City of the event.
- Host City logo to be placed on all marketing collateral.
- The City of Cape Town has sign off on all City of Cape Town event logo placements.
- Leveraging of existing event platforms.

Activations:

- Opportunity to do the official start of events.

Digital:

- Race briefing – this will be done online as we can't have everyone in a venue together. We are happy to include a video message from the City if supplied.
- Digital – we are happy to include the City in any social media campaigns where relevant and appropriate.
- One on One interview with the winners – this is definitely possible on the day but we will be keeping numbers on the field to a minimum so that we are in line with regulations. It could be telephonic or via Zoom.

PR & Media:

- TV and radio opportunities – at this stage we have no plans for this but should any opportunities arise, we will definitely include the City wherever possible.
- The event will not have any aware ceremonies / prize giving etc. due to the current regulations around events. There are also no plans to send out media releases but we will keep you in the loop should this change as we are happy to include a quote from the City.

Print:

- Inclusion of welcome message in event magazine/brochure/newsletter from the City of Cape Town whether print or digital

Handwritten signatures and initials in black ink, including a large 'R' at the top, 'AB.' to the left, 'SM' in the middle, and 'UM' at the bottom right.

Branding:

- Premium branding opportunities at the event, media engagements and other event related functions.
- Provision of branding plan with information of set-up dates, removal dates and contact person.

Documentation & Engagements:

- Event imagery and videos to be supplied to the City of Cape Town and as well as the rights to use the imagery and videos.
- Access to the event marketing plan, media plan and CSI initiative, 6 weeks prior to the event.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large 'R' or 'B' at the top, and various cursive signatures below it.

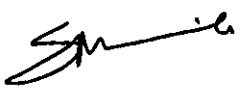
DIRECTOR'S/MEMBER'S RESOLUTION

(TO BE SIGNED BY ALL DIRECTORS)

IT IS RESOLVED-

1. The **RECIPIENTS** be and is hereby authorised to enter into the attached Sponsorship Agreement for the **City's 2020/2021** Financial Year with the City of Cape Town ("**the CITY**"), in terms of which the CITY agreed to make certain resources and facilities available to 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 STUART McCONNACHIE** in his capacity as **Technical Director** is authorised to sign this Sponsorship Agreement on behalf of RECIPIENT and to sign all other documents and perform all other acts on behalf of RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

(To be signed by all Directors/Members)

 Nic Bornman	Date: 19/1/2021	Place: Gardens
 Stuart Mc Connachie	Date: 19/1/2021	Place: Rondebosch





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

PROJECT PLAN

Financial Year (the City's financial year): 1 July 2020 to 30 June 2021

No.:

DETAILS AND REQUIREMENTS

1. ORGANISATION: Summit Events (Pty) Ltd - UTCT Special Edition 2020

2. AIMS AND OBJECTIVES OF ORGANISATION:

Summit Events remains committed to continually organise top quality trail running events on the trails in and around Cape Town that appeal to and attract runners from all around South Africa and the world.

Our flagship event is the Ultra-trail Cape Town, which is the biggest trail event in South Africa and is fast becoming a must-do event on the global trail calendar through the partnership with Ultra-trail World Tour.

UTCT Special Edition 2020 has been created during the Covid-19 Pandemic to accommodate 500 runners and adhere to the various new government regulations that have been put in place for events.

Objectives for UTCT events include the following:

- Always showcase Cape Town and South Africa to the rest of the world, no matter which event we are organising.
- For UTCT to become one of the key races on the Ultra-trail World Tour where elite runners are racing for points.
- For the UTCT Special Edition to become a regular feature on the trail running calendar beyond 2020 and the pandemic phase.
- Attract elite runners from around the country and the world for UTCT. The Special Edition 2020 will focus on the local and national trail community.
- Create events that appeal to and attract the global trail running community.
- Provide a platform for sponsors and key stakeholders to interact and engage with runners.
- Provide support for development runners to access the sport of trail running.

3. PROJECT OR PROGRAMME DETAILS:

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

An ultra trail running event of approximately 50km offering two separate routes starting and finishing at the Gardens Rugby Club.

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

The two laps take in trails across the Northern section of Table Mountain National Park. The event is aimed at trail runners of intermediate and advanced abilities with a focus on the individual category but introducing a team event to cater for 150 teams of two runners.

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

500 people in total - including the event staff of 20. Spectators will be encouraged not to attend and rather to support out on route where they can social distance and crowds can be kept to a minimum.

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

SANParks, the event community of Cape Town (through job creation and use of regular suppliers) and the greater trail running community in Cape Town.

3.5 **Sponsorship objectives:** Which companies are sponsoring the event?

During the present event environment, sponsorship is limited but we have secured minimal assistance from the following:

Ford Claremont - use of vehicles.
Salomon - event T-shirt which we have to pay cost price for, and a few prizes.
Jack Black - a beer for each finisher as well as some prizes.
SANParks - a partner to the event.

3.6 **Swot Analysis:** Strengths and Weaknesses:

Strengths:

- Offer the trail community an exciting event after not having access to events for the past 6 months.
- Summit Events has a reputation of organising both world-class and community events that include Ultra-trail Cape Town and Batrun.
- Trail running community can't wait to get out there and have a race to do.

Weaknesses:

- People may still be wary of taking part in events due to Covid-19.
- Sourcing partners & sponsors for the event.
- Lack of funding – most sponsors provide minimal cash contribution but offer more product and support.
- The interaction between City and TMNP.
- Support from TMNP, specifically SANParks.
- Security both at the venue and out on the route.

3.7	Opportunities: How will you grow your event: Summit Events plans to host the Special Event annually and to grow the event to its full capacity and make it a must-do event in the lead up to Ultra-trail Cape Town. The plan is to make the Special Event a qualifier for Ultra-trail Cape Town.
3.8	Threats: Any concerns about the event: • Current Covid-19 pandemic and the protocols that events need to follow. • Tough economic conditions that many find themselves in because of the pandemic and lockdown. • Sourcing of sponsors. With the tough economic conditions SA currently faces, it's been a major drawback in sourcing funding to support events. • Rising event costs – it costs more each year to put on the event, particularly infrastructure costs, security and logistics. • Visible policing and traffic control - we have quite a few areas where the runners cross from the park into City land across roads. • Safety and security out on the route – ensuring all runners have a safe and enjoyable experience. • Attracting more media interest - to the event and coverage for the event. • Source additional partners and sponsors for the event to add to the overall impact and event experience.
3.9	Marketing and Media: Brief information on the plans (challenges): • Most of the event marketing is done online via social media. • Newsletters to targeted databases. • Articles promoting the event and key role players are featured in key publications and various online platforms etc. • A UTCT TV channel on the website to promote the event videos was created in 2019, as well as a YouTube channel for the event. • Ambassadors both locally and internationally promote the event on their social media channels – these include elite athletes who have participated in the event or those who are coming to take part, as well as key local runners who are part of communities around the country. • Key editors or journalists are offered the chance to take part – they then promote the event, their training for it, the build-up etc.
3.10	Economic Development and Tourism impact: In the current COVID environment, the tourism impact is expected to be relatively small but the event will provide much-needed employment for sectors of the event industry, many of whom have not worked since March this year. We do expect some participants to travel to Cape Town from outside the province which will have an impact on local tourism.
3.11	Legacy:

Summit Events (Pty) Ltd

- The UTCT Trail Fund donates funds on a yearly basis towards trail maintenance and does social clean-up campaigns within the park and fringe through community involvement.
- UTCT established a Trail Fund back in 2017 in order to open the sport of trail running to all groups of our society. This proved to be a great success so every year runners are encouraged to raise funds for the fund through Back a Buddy charity portal.
- In 2019, 50 runners (excluding elites) received free entries and 20 runners received assistance with travel & accommodation. The aim is to continue to increase this through the involvement of partners and suppliers.
- The event has a yearly Intern Programme. We employ the services of up to 10 students who are studying or interested in event organising and marketing. They work for the month of November and during this time they were taught various key elements of event organising. They are also part of the Event Team during Race Week, with many going on to other roles in the industry.

UTCT Special Edition Event:

- The SANParks contribution made by the Special Edition Event assists with trail maintenance.
- The event will provide employment for 2 interns who will work alongside the team for 2 months.
- The event has potential down the line to contribute towards tourism, employment and to the Trail Fund, outside of the COVID pandemic.

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)	Event Expenditure - Suppliers / Medics / Safety Officer / Venue etc.	R139 050.00
(ii)	Event T-shirt (from Salomon)	R 65 000.00
(iii)	Event Contractors & Staff	R 67 750.00
(iv)	Contingency	R 75 000.00
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		

TOTAL BUDGET - EXPENDITURE

R346 800.00

4.2

Income Budget: - What are the anticipated income sources for the specific event in order to fund the expenditure?

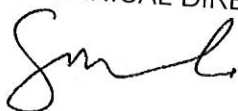
NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	R120 000.00
4.2.2	OWN FUNDRAISING BY YOUR ORGANISATION	R0
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	R0
(i)	TICKETING/ENTRY FEES	
(ii)	MERCHANDISING	R600 000.00
(iii)		R0
(iv)		
(v)		
(vi)		

TOTAL BUDGET - INCOME

R720 000.00

Duly authorised person of the organisation:
Full Name: STUART MCCONNACHIE
RSA ID Number 7705295123084
Position TECHNICAL DIRECTOR

Signature



For Official Use Only

(To be completed by Project Manager when MAYCO has approved the SUPPORT and before the signing of the MOA – Attach this completed Annexure to the signed MOA)

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

Line Department: - Events

Project Manager: - Josiah Arnoulds

Date: - 20/1/21

Signature: - J. Arnoulds



UNDERWRITING MANAGERS (PTY) LTD

INSURED

Inception, Effective 23 November 2020

COMPANY REGISTRATION NUMBER

SUMMIT EVENTS (PTY) LIMITED

INSURED PHYSICAL ADDRESS

2014/09645/07

VAT NUMBER

9 SWANMORE ROAD, RONDEBOSCH, CAPE TOWN,

BROKER

4310277720

POLICY FORM

INTASURE (Pty) Ltd

QUOTE NUMBER

EVENTS LIABILITY - Once off

KEU 27998

VAT APPLICABLE

STANDARD VAT (15.00 %)

PERIOD OF INSURANCE

From: 23 November 2020 To: 01 December 2020 (Both Dates Inclusive)

ESTIMATED ATTENDANCE

Estimated Attendance of 5 000 Pax per day / Participants - Maximum 1 750 entries allowed

LOCATION

THE START/FINISH AREA WILL BE AT GARDENS TECH RUGBY CLUB AND RUNNERS WILL COVER 100KM, 65KM, 35KM, 21KM OF ROUTE ACROSS TABLE MOUNTAIN NATIONAL PARK & SURROUNDS

NUMBER OF EVENTS

ONE

JURISDICTION

Republic of South Africa

EVENT / DESCRIPTION OF BUSINESS

ULTRA-TRAIL CAPE TOWN - UTCT

TERRITORIAL LIMITS

Republic of South Africa

DATE QUOTE PRINTED

30 March 2020

This quotation is valid for a period of 30 days. Should the quotation not be accepted within this time period, the terms and conditions may be revised

EVENTS LIABILITY SECTION

SECTION DESCRIPTION

Trail running - Ultra distance trail run, 21km, 35km, 65km & 100km races.

Period of Cover

Date of Event:

Set-Up: From 23rd November 2020

Actual Event: 28th & 29th November 2020

Breakdown: 01st December 2020

RISK ITEMS

SUM INSURED

EXCESS

Events Liability

R	20,000,000.00	(VAT Inclusive)	Any one occurrence and
R	20,000,000.00	(VAT Inclusive)	In the Aggregate iro a/l third parties

EXTENSION

Employers Liability
Statutory Legal Defense Costs
Wrongful Arrest and Defamation
Emergency Medical Expenses
Spread of Fire
Food and Drink
Temporary Construction
Participants Whilst Participating

R	5,000,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	250,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	150,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	250,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	10,000,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	10,000,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	5,000,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate
R	10,000,000.00	(VAT Inclusive)	Any one occurrence and in the aggregate

SECTION EXCESS STRUCTURE

R 10,000 each and every loss (Not applicable to Emergency Medical Expenses)

PREMIUM

R 16,875.00 (VAT Inclusive)

KEU Underwriting Managers (PTY) LTD Reg No 2013/209781/07
Authorised Financial Services Provider - 5016
This document is compliant with the Commissioner's direction in terms of section 20(2) or 21(5) (in the case may be) of the Value Added Tax Act No 89 of 1991.

CENTRIQ
INSURANCE

Underwritten by Centriq Insurance Company Limited VAT No 4230187124
Authorised Financial Services Provider - 3417
Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.



UNDERWRITING MANAGERS (PTY) LTD

BROKER COMMISSION

15.00%

SECTION MEMO

Events Liability Conditions:

1. Cover does not extend to Include Cancellation, Abandonment or Postponement of the Event.
2. Damages to the venue which is in the care custody and control of the insured, is not covered in terms of the policy. Should the insured wish to include damages to venue this will be subject to a pre- and post-survey.
3. The cover does extend to include liability arising from the Exhibitions / Stalls / Displays at the Event. Exhibitions involving any mechanical, high risk or self-propelled engines are excluded.
4. Physical damage or theft to the Exhibitions / Stalls / Displays and/or their contents are excluded
5. ~~Physical damage or theft to all items in the Care, Custody and Control of the Insured (staging, lights, rentals, etc.) is specifically excluded.~~
6. No liability cover applicable following any Incident involving Security Companies.
7. Sub-Contractors are excluded unless specifically requested to be included, at an additional premium.
8. All Safety Regulations in respect of the OHS Act No 85 of 1993 must be followed.
9. All food vendors must have a valid certificate of acceptance where required in terms of the Act.
10. Loss, injury, death or damages following the use of mechanically and self-propelled engines (including aircrafts, motor vehicles, drones, marine, etc) are excluded.
11. Passengers, Drivers, Riders, Pilots and Skippers are excluded in terms of this policy whilst operating any self-propelled engine.
12. Nuclear Energy Exclusion
13. War and Terrorism Exclusion
14. Asbestosis and Silicosis Exclusion
15. Standard Wording without any extensions, except where quoted to be included
16. Compliance with government legislation in respect of Risk Management of the event
17. Animal and related activities are excluded
18. Alcohol and related activities are excluded
19. Pyrotechnics/Fireworks and related activities are excluded
20. Co-Insureds and sponsors must be specifically requested to be included
21. Insured should obtain certificates of insurance from Sub-Contractors and the Venue owner
22. Advise or treatment of a professional nature excluded (other than first-aid treatment)
23. Territorial and Jurisdiction is exclusive of Republic of South Africa
24. Quote valid for 30 days
25. This quotation must be accepted in writing
26. Premium payable prior to inception of the cover

Definition of sub limits:

- **Employers Liability:** Covers all employees/casuals, but excludes sub-contractors' employees/crew
- **Statutory Legal Defence Costs:** This limit is payable for defence cost of a prosecution should the insured be in breach of an Insured Statutory Act(s) or amending legislation with similar intent.
- **Wrongful Arrest & Defamation:** This limit is used for which the Insured shall become legally liable to pay third parties caused by an Insured peril, however any fines and penalties are exclude
- **Emergency Medical Expenses:** This limit provides cover for any medical services required at the event, including transport to the nearest medical facility, however this limit excludes any in hospital cost. - No excess applicable to this extension
- **Food & Drink:** This limit provides cover for all service providers of food and drink at the event.
- **Spread of Fire:** This limit provide cover for spread of fire to property which is not in the insured's care custody and control.
- **Temporary Construction:** This limit will provide cover for injury or death as a result of the collapse of the temporary construction. Not limited to marquees, tents, stands, stages, exhibitions stands and the like.
- **Participants whilst Participating:** Cover limited to injury/loss/damage as a direct result of the Insured's negligence only. Participants are defined as people actively participating in a sporting event. This is not a Personal Accident Policy.
- **Damages to Venue:** Loss or damage to venue (which is in the care custody and control of the Insured) following the negligence action or inaction of the Insured. Cover available on request at an additional premium, subject to a pre- and post- inspection of the venue.
- **Sub-Contractors:** Means an independent contractor/service provider/outsourcer who takes responsibility for a portion of the contract in organising the event, from the Insured.
- **Damage to Plant life (including Pitch or Field):** Not Covered - However, cover available on request at an additional premium: A pre and post inspection of the pitch or field is required for this cover and the cost for this will be for the insured's account.



UNDERWRITING MANAGERS (PTY) LTD

CORONAVIRUS AND COVID-19 EXCLUSION

Notwithstanding any provision to the contrary, this policy excludes losses:

- I. Directly or indirectly arising from any fear or threat (whether actual or perceived) of Novel Coronavirus (SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- II. Directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of Novel Coronavirus (SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof
- III. Directly or indirectly caused by the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency pertaining to any outbreak of Novel Coronavirus (SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
- IV. Directly or indirectly caused by any travel advisory or warning being issued by a national or international body or agency pertaining to any outbreak of Novel Coronavirus (SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof and
- V. Infection or quarantine of any Insured Person(s) due to actual or suspected Novel Coronavirus (SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof and in respect of (ii) to (v) any fear or threat thereof (whether actual or perceived).

If we allege that by reason of this exclusion, any loss is not covered by this insurance the burden of proving the contrary shall be upon you. All other terms and conditions remain unchanged



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
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: 18 NOVEMBER 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: ULTRA TRAIL CAPE TOWN

OUR REF: 16/1/1/8/997

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



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SPEV 05/09/20

ULTRA-TRAIL CAPE TOWN - 28 - 29 NOVEMBER 2020

It was **RESOLVED** that the City **APPROVES** the event financially as well as with City and/or Event Services up to an amount of R350 000, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

~~SPEV 06/09/20~~

~~**FNB CAPE TOWN 12 CITYRUN - 16 MAY 2021**~~

It was **RESOLVED** that the City **APPROVES** the event for 3-years financially and towards City and/or Event Services, up to an amount of:

- a) R500 000 from the Events Budget, for the 2020/2021 financial year;
- b) R400 000 from the Events Budget, for the 2021/2022 financial year;
- c) R400 000 from the Events Budget, for the 2022/2023 financial year;
- d) as well as waiver of costs of a City owned venue for all 3 financial years, subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 07/09/20

FREEDOM SWIM - 1 MAY - 31 APRIL 2021

It was **RESOLVED** that the City **APPROVES** the financially as well as with City and/or Event Services up to an amount of R100 000, from the Events Budget, as well as lifeguards and venue from Recreation and Parks department; subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 08/09/20

**THE CAPE TOWN SURF PRO - 22 - 26 APRIL 2021 -
ALT DATES: 2 - 6 JUNE 2021**

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

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPECIAL EVENTS COMMITTEE

DECISIONS: 15 OCTOBER 2020

SPEV 49/10/20 ULTRA-TRAIL CAPE TOWN ON 28 – 29 NOVEMBER 2020

It BE NOTED that the event support reduced from R350 000 to R120 000.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 50/10/20 TORPEDO SWIMRUN ON 15 NOVEMBER 2020

It BE NOTED that the event has been POSTPONED to April 2021.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 51/10/20 LAST NIGHT OF PROMS ON 20 – 21 MARCH 2021

It BE NOTED that the event has been CANCELLED.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 52/10/20 ITU TRIATHLON WORLD CUP CAPE TOWN & GET ACTIVE WEEKEND ON 13 & 14 FEBRUARY 2021

It BE NOTED that the event has been CANCELLED.

ACTION: R BOSMAN, L DESOUZA-ZILWA

CORRECTION OF PREVIOUS MINUTES

SPEV 53/10/20 CAPE TOWN SURF PRO ON 22 – 26 APRIL 2021 ALT. DATE: 2 – 6 JUNE 2021

The City **APPROVES** the event support to include the waiver of venue costs for City-owned venues subject to availability and that the cost be absorbed by the applicable line department as well as the provision of lifeguards by the Recreation & Parks Department.

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

SPEV 54/10/20 TORPEDO SWIMRUN ON 15 NOVEMBER 2020

The City **APPROVES** the event support to include the waiver of venue costs for City-owned beaches subject to availability by the Recreation & Parks Department. and that the cost be absorbed by the applicable line department as well as the provision of lifeguards. The event has been postponed to April 2021.

Internal Contract Administration Form

Directorate:	Safety and Security
<i>This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance and the applicable DMT member must sign this form before submission to the ED's office.</i>	

Agreement with:	Reason / Name of Event:
Summit Events (Pty) Ltd.	Ultra Trail Cape Town

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	Themba Gwadiso	☒
Unvetted		

Contract compliance checks:	☒
<i>Before ED signs, ensure steps 1, 2 and 3 are completed</i>	
1. Signed and dated by EO / other party	☒
2. Two witnesses	☒
3. Each page initialled by all of the above	☒
4. Rights Package	☒
5. Business Plan	☒
6. Approval	☒
7. Public Liability	☒
8. Constitution (if applicable)	
9. Signature Authorisation Letter (if applicable)	
10. Final check by Rowelna Williams	<i>RAW</i>
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>	20/1/21