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CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

SAVE OUR SCHOOLS NPO SOS NPO
(REGISTRATION NUMBER 2018/245884/08)

Certain provisions in this agreement have been printed in BOLD text so as to specifically draw attention of the RECIPIENT hereto. These clauses are of specific importance because they affect the RECIPEINT's rights and obligations and RECIPIENT acknowledges that he/she/it has acquainted itself with these provisions in particular clauses 8.1.13, 8.2.2, 8.3.2, 8.4.1.6, 8.4.1.11, 8.4.2, 10.7, 14.1, 14.2, 14.3, 14.4, 14.5, 14.9, the entire clause 16, clause 20.3 and the entire clause 21, have specific importance for the RECIPIENT.

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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 **Mr Richard Bosman** in his capacity as the **Executive Director: Safety and Security;** and

1.2 **Save Our Schools NPO (SOS NPO)** is a company registered in terms of the laws of South Africa, registration number: **2018/245884/08**, (hereinafter referred to "the **RECIPIENT**") herein represented by **Ms Shelly Humphreys** with UK **Passport number: 523735255** in her capacity as **Director** of the Organisation and duly authorised hereto.

2. DEFINITIONS

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

2.1.1	***"Bank Account"*** means: Name of Account Holder: **Save Our Schools NPO (SOS NPO)** Name of Bank: **First National Bank** Type of Account: Check Account Number: **62761960098** Branch Number: **204009** Branch: **Hout Bay**
2.1.2	***"Business Day"*** means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	***"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;

2.1.4	***"City Services"*** means all services rendered by the CITY to events;
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 of the Event irrespective of the Signature date;
2.1.7	"***Commercial Sponsorship Agreement***" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	***"Completion Date***" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event held during the 2020/21 Financial Year;
2.1.9	"***Date of Signature***" means the date of the last party signing this Agreement;
2.1.10	"***Event***" means **W12+ Drive-in: World Premiere of a Waterwise Future for all** to be held at **Bungalow Restaurant, Glen Country Club** on **22 October 2020**;
2.1.11	***"Expenditure"*** means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	***"Event's Organiser"*** means the Party as described in clause 1.2 herein being;
2.1.13	***"Financial Year"*** means the financial year of the CITY commencing on 1 July 2020 and ending on 30 June 2021
2.1.14	***"Notice"*** means a written notice;
2.1.15	"***Parties***" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"***Recipient***" means the Event Organiser and beneficiary of the Cash Transfer

	and/or City Services and/or Facilities (where applicable), as described in this Agreement;
2.1.17	***"Rights Package"*** means a series of rights acquired by the CITY through supporting events. The package of rights is a commercial transaction where the CITY obtains rights to promote its brand through various event activities. The Rights Package applicable to this Event is attached hereto as **Annexure "A"**;
2.1.18	***"the Act"*** means the *Municipal Finance Management Act, 2003 (Act No: 56 of 2003);*
2.1.19	***"this Agreement"*** means this Agreement, together with the Annexures hereto;
2.1.20	*"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;
2.1.21	***"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;
2.1.22	*"the Policy"* means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

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 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, the words shall prevail.

3. PREAMBLE

3.1 The world's first drive-in convention in celebration of water where attendees will be entertained, inspired and moved to cherish, nurture and champion the world's most precious resource. The convention aims to drive in new measures for water security and drive out the barriers that prevent access to clean water. The event started with an online event on 1 October 2020, and followed up with a Hybrid event on the 22nd of October hosted as a Drive-in business event. The event was broadcasted world-wide live.

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

The monitoring and evaluation principles as set out in section 67 of the Act:

4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.

4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be

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satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.

4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.

4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.

<u>In terms of the Events Policy ('the Policy"):</u>

4.5 The Policy was approved by Council on 29 May 2013.

4.6 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 focusses on supporting the Opportunity City, the Safe City and the Inclusive City

4.7 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.

4.8 This Event falls within the scope of application of the Policy.

4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.

5. CASH TRANSFER

For the event to be hosted on **22 October 2020.**

5.1 The CITY shall transfer payment of **R49 000 (Forty-nine Thousand Rand Only) (15 % VAT where applicable)** during the 2020/2021 financial year from the Events budget;

5.2 The Cash Transfer as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years;

5.3 The utilisation of the Cash Transfer shall be for support of the Event held on the 22nd of **October 2020** as described in this Agreement and the Events and/or Business Plan **(Annexure "C")**.

5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. This is subject to the City obtaining all the required documentation as stipulated in Annexure "E".

5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.

5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

6. DURATION OF THE AGREEMENT

6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

7. VARIATIONS TO THE AGREEMENT

7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 In respect of financial reporting

8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve it targets and outputs as recorded in **Annexure "C"** and this Agreement.

8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.

8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.

8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.

8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.

8.1.6 The Funds will be utilised in accordance with the purpose of the Event.

8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.

8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.

8.1.9 RECIPIENT shall keep a separate ledge account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account

8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.

8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

8.1.12 RECIPIENT will:

8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;

8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;

8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and

8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

8.1.13 **Non-compliance with this clause 8.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.2 <u>In respect of reporting in terms of the policy</u>

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

8.2.2 **Non-compliance with this clause 8.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.3 Compliance:

8.3.1 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 Memorandum of Incorporation and ensure that any and all of RECIPIENT suppliers and service providers appointed in terms of 8.4.1.5 are similarly compliant.

8.3.2 **Non-compliance with this clause 8.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as Annexure "A";

8.4.1.2 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;

8.4.1.3 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 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;

8.4.1.4 obtain public liability insurance for the Event as stipulated in clause 14 herein;

8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.

8.4.1.6 employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;

8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;

8.4.1.8 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;

8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;

8.4.1.10 designate the CITY as a Sponsor and official Host City' status with regard to the Event;

8.4.1.11 ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;

8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;

8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;

8.4.1.14 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 Compliance as mentioned in clause 8.3 above;

8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;

8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;

8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;

8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and

8.4.19 provide all necessary toilet and disabled facilities.

8.4.20 **Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

9 OBLIGATIONS OF THE CITY

In regard to:

9.1 <u>The Cash Transfer:</u>

9.1.1 The CITY undertakes to transfer to RECIPIENT the Cash Transfer as reflected in clause 5.1 hereto, subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement by RECIPIENT.

9.2 <u>Monitoring and Evaluation:</u>

9.2.1 The CITY shall monitor and evaluate RECIPIENT performance (under this Agreement) in accordance with clause 10 herein.

10. MONITORING AND EVALUATION

10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.

10.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.

10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:

10.3.1 On-site visits during the validity of this Agreement;

10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;

10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;

10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;

10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.

10.4 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.

10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.

10.6 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).

10.7 **Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.**

11. FORCE MAJEURE

11.1 Subject to clause 16 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:

11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;

11.1.2 specifying the cause and anticipated duration of the *force majeure*; and

11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.

11.3 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 11.1 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 11.1.1 and 11.1.3

11.4 If the *force majeure* continues for more than 30 (thirty) 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

12. DISPUTE RESOLUTION

12.1 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.

12.2 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.

12.3 Should the persons referred to in clause 12.2 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.

12.4 Should the mediator referred to in clause 12.3 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.

12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:

12.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;

12.5.2 any other form of relief on the basis of facts which are not disputed;

12.5.3 payment of any amount due in terms of this Agreement; or

12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.

12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

13. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby choose as their *domicilium citandi et executandi* for the purposes of this Agreement, the following addresses: -

13.1 The CITY: -

Attention: Mr Richard Bosman
City of Cape Town
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

13.2 **RECIPIENT: -**

Attention: Ms Shelley Humphreys
Save Our Schools NPO (SOS NPO)
12 Woodhead Glen Estate
8 Woodhead Close
Bakoven
8005
Tel: 065 8644053
Email: shelley@soscpt.org

13.3 The *domicilium citandi et executandi* (other than e-mail) 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.

14. INDEMNITY AND INSURANCE

14.1 **RECIPIENT hereby indemnifies the CITY against any claims, which may be made against 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 RECIPIENT (its employees, officials and representatives/agents) and/or its subcontractors, in the course of this Agreement.**

14.2 **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 RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct** or negligence of the CITY.

14.3 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.

14.4 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.

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

14.6 RECIPIENT shall:

14.6.1 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)**, or as approved by the CITY in writing from time to time;

14.6.2 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

14.6.3 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.

14.7 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.

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

14.9 **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.**

15. BREACH CLAUSE

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

15.2 In the event of 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:

15.2.1 Cancel the Agreement and claim any damages, together with interest; or

15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or

15.2.3 Demand Specific Performance together with a claim for any damages and applicable interest.

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

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

15.3.2 The Cash Transfer being mismanaged by RECIPIENT;

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

15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or

15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.

15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-

15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or

15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

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

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

15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or

15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.

15.7 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.

16. NO FAULT TERMINATION

16.1 The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may discontinue the CITY Services (where applicable) on written notice to RECIPIENT.

17. GENERAL

17.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

17.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

17.3 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.

17.4 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.

18. CESSION AND ASSIGNMENT

18.1 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.

18.2 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.

19. INTELLECTUAL PROPERTY

19.1 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.

19.2 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 RECIPIENT in terms of this clause within a period of

48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.

19.3 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.

19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the 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.

20. CONFIDENTIALITY

20.1 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.

20.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain, within a Party's knowledge at the commencement of this Agreement, to disclosures required to satisfy an order of court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.

20.3 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 RECIPIENT.

21. LIMITATION OF LIABILITY

21.1 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.

21.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.

22. NATURE OF RELATIONSHIP

22.1 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.

22.2 RECIPIENT 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.

23. IMPLEMENTATION AND GOOD FAITH

23.1 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.

23.2 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.

24. JURISIDICTION

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.

25. COSTS

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

26. SIGNATURE

26.1 This agreement is signed by the Parties on a date and at the places recorded herein.

26.2 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.

26.3 This contract may only be signed upon the necessary authority being obtained by the Parties;

26.4 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 11TH day of DEC. 2020.

AS WITNESSES

1. Mattthys

2.

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
11 DEC 2020
SIGNATURE:

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

SIGNED at CAPE TOWN on this 27 day of NOV 2020.

AS WITNESSES

1. RENE FRANK

2. Danessa Camo

SAVE OUR SCHOOLS NPO
(SOS NPO)
MS SHELLEY HUMPHREYS
DIRECTOR
(WHO WARRANTS HER
AUTHORITY HERETO)

PACKAGE)

ANNEXURE "A"

omplimentary tickets to the drive in
ity of Cape Town branding at the event venue
y logo on screen material
y representative to do a keynote address.

ANNEXURE

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. THAT Save Our Schools NPO (SOS NPO) (hereinafter referred to as "the RECIPIENT") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("the CITY"), in terms of which the CITY agreed to make certain resources and facilities available to the RECIPIENT and in consideration for the resources and facilities made available to it by the CITY, the RECIPIENT agreed to grant the CITY the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;

2. THAT Ms Shelley Humphreys in her capacity as Director of Save Our Schools NPO (SOS NPO), is authorised to sign this Sponsorship Agreement on behalf of the RECIPIENT and to sign all other documents and perform all other acts on behalf of the RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

	Date	Place
SHumphreys Shelley Humphreys	27.11.20	CAPETOWN
	Date 27.11.20	Place CAPE TOWN
Cannon	Date. 27.11.20	Place: CAPE TOWN

ANNEXURE "C"

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

ANNEX

DECLARATION

By

SAVE OUR SCHOOLS NPO (SOS NPO)

(Hereinafter referred to as "the RECIPIENT")

Written assurance confirming implementation of financial manageme... internal control systems in terms of section 67(1) of the Municipal ***Fi...*** ***Management Act***

I Shelley **Humphreys**, in my capacity as Director of the RECIPIENT ... confirm that the **RECIPIENT** has in place effective, efficient and transparent ... management and control systems for the management of the transfer paym... the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at CAPE TOWN on this 27 day

of NOVEMBER 2020.

AS WITNESSES

1. RONE TRANIE

2. Danielle Cinoy

MS SHELLEY HUMP...

DIRECTOR

THE RECIPIENT

YMENT CHECKLIST

ANNEXURE "E"

AME:

ation

	YES	NO
Records is required if the amount is less than R50 000, if the 000 the latest audited Financial statements is required		
Project Plan		
ation		
earance certificate		
tails (cancelled cheque or 3 months bank statements)		
tus (SAP XK03) and print screen with vendor no		
n Form (if not a vendor) Certified copy required with all supporting in section 8 of the VRF plus		
n of interest (applicable for all vendors)		
bank with signatories		
ddress		
the lease agreement and the owner's municipal account to be nicipal account must be up to date if not the arrears to be paid in full or be made to pay the arrears off and proof to be forwarded.		
greement to be completed & with ID's of signatories		
form to be completed		
nvoice if beneficiary has a VAT number Or an ary does not have a VAT number invoice to be addressed to accounts Bag X6 Bellville 7530		
with annexures to be given to the beneficiary		

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: 26 NOVEMBER 2020

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: WORLD PREMIER OF A WATERWISE FURTURE FOR ALL

OUR REF: N/A

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.

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
- 9 DEC 2020
SIGNATURE:

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor

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 2020 to 30 June 2021	
No.:	**DETAILS AND REQUIREMENTS**
1.	**ORGANISATION: SAVE OUR SCHOOLS NPO (SOS NPO)**
2.	**AIMS AND OBJECTIVES OF ORGANISATION:** A registered Non-Profit Organisation supporting under-privileged communities & schools within the Water & Sanitation space. Focus on WASH – Water, Sanitation & Hygiene. Assisting multi-stakeholders in reaching Sustainable Development Goals (SDG6) for South Africa SOS NPO seeks to improve WASH within under-privileged schools and impoverished communities in the Western Cape. We collaborate with community stakeholders, government and businesses to provide additional water, sanitation and hygiene sources and solutions as well as providing non-potable water, transportation and infrastructure. Our projects address sanitation, hygiene, climate change and education around these issues. We also focus on economic empowerment and create local job opportunities wherever possible within our teams. SOS NPO are organizing the world's first drive-in convention to be held on 22 October 2020 in Cape Town in celebration of water, where attendees will be entertained, inspired and moved to cherish, nurture and champion the world's most precious resource. The convention aims to drive in new measures for water security and drive out the barriers that prevent access to clean water. The W12 Congress was scheduled for May 2020, when delegations from around the world intended to visit the mother city and sign onto the 'Major Cities Best Practice Water Protocol'. W12+ has now reinvented itself in the wake of Covid-19 to become relevant to world audiences while still holding an actual event – one that is safe with all necessary social distancing and health precautions in place.
3.	**PROJECT OR PROGRAMME DETAILS:**
3.1	**Project or Programme Description** – What is the proposed project's focus, purpose or level of intervention? See current program as attachment in the email.
3.2	**Location/area** - Where will this project be carried out? I.e. What is the target area? Target: Field in Front of Bungalow Restaurant, Glen Country Club, 3 Victoria Road, Clifton, Cape Town, 8005

3.3	**Number of attendees and/or participants:** How many people attend the event? 450 attendees plus 50 event staff (10,000 online)
3.4	**Beneficiaries -** Which community (the target community or group) will benefit from this project? Target: • The event will create new partnerships and possible investments in Cape Town based businesses dealing with the water crisis and water related technologies. As well as all appointed service providers in the eventing industry. The goal of W12 is to motivate secure international investments into South Africa to support water infrastructure projects.
3.5	**Sponsorship objectives:** Which companies are sponsoring the event? UNESCO, World Bank, Dupont, Xylem, Nedbank CIB and the International Water Bank (IWB) are among the W12+ global and local sponsors, endorsing this new way of reaching global audiences. They see the value in creating appealing events in extraordinary times -- especially events that will showcase water as the most fundamental, but also exciting, resource we have.
3.6	**Swot Analysis:** Strengths and Weaknesses: The event will be held in Cape Town. There is strong support from our International Strategic partners – IDA, UNESCO, World Bank and the International Water Bank (IWB)
3.7	**Opportunities:** How will you grow your event: There is the opportunity to grow the event and the framework over the next few years. There are also training and network opportunities for students as well as the Water Sector industry to create working relationships. Promotion of PPP's and international investments through the International Water Bank and World Bank. Nedbank CIB, Redeem Ngadze adds: "We welcome the innovative measures taken by the W12 Programs and fellow sponsors to ensure that the spotlight remains firmly focused on water, despite the challenges of our times. As financial experts who do good, our determination remains to ensure that a collaborated public and private stakeholder solution is achieved to ensure improved bankability of the water economy. Attracting available investment to roll out the necessary infrastructure to sustainably ensure the dignity and health of our people as well as enable economic rejuvenation, particularly in the advent of the COVID-19 pandemic, have become very necessary."
3.8	**Threats:** Any concerns about the event: ....NO... ....

3.9	**Marketing and Media:** Brief information on the plans (challenges): …See attached Global Media Plan…………………………………………………………… ………………………………………………………………………………………………… …………………………………………………………………………………………………
3.10	**Economic Development and Tourism impact:** As the event will be the first of its kind – Cape Town has the opportunity to take the lead in a number of areas to mitigate and fight the constant water challenges around the world Especially now, as the tourism industry is now open again to international travellers, (albeit restricted) it is vital that we show the world that Cape Town is ready to receive them.
3.11	**Legacy:** YES – see attached Legacy Project Plan which WESGRO have already approved. The W12 Water Climate Leadership Training is a member-based, not-for-profit initiative that delivers a vast variety of programs in the space of water and climate change. The mission is to inspire key leaders to empower their network to advocate for waterwise behaviour based on the learnings achieved from the worldwide water crisis.

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)	Infrastructure and equipment	R 283 025.20
(ii)	Content including branding and advertising	R 149 900
(iii)	Entertainment and Staffing	R 132 340
(iv)		
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		

TOTAL BUDGET – EXPENDITURE R 565 265.20 excl. VAT

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	49,000.00
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 WESGRO Support NEDBANK Support OWN Funding	 30,000.00 320,000.00 166,685.00
(i)	TICKETING/ENTRY FEES – N/A – Invitation only event	0
(ii)	MERCHANDISING – N/A	0
(iii)		
(iv)		
(v)		
(vi)		
	TOTAL BUDGET - INCOME	**565 685.00**

Duly authorised person of the organisation:

Full Name: SHELLEY WEBB-HUMPHREYS
ID Number: 523735255

Position DIRECTOR/CEO - SOS NPO

Signature SWHumphreys

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: Babalwa Mafilika 9/12/20 iTOO™

In association with Hollard.

Events Liability Protection

Hollard.

Events Liability Protection Schedule

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

<table>
<tr><td>Policy Number</td><td colspan="2">SPL/SLFG/000023238</td></tr>
<tr><td>Type of Document</td><td colspan="2">New Business Policy</td></tr>
<tr><td>Insured</td><td colspan="2">Save Our Schools Cape Town ta SOS CPT</td></tr>
<tr><td>Insured Vat Number</td><td colspan="2">4250284066</td></tr>
<tr><td>Company Registration Number</td><td colspan="2">To be provided</td></tr>
<tr><td>Insured Business Description</td><td colspan="2">NPO</td></tr>
<tr><td>Insured Postal Address</td><td colspan="2">12 Woodhead Glen,
8 Woodhead Close,
Bakoven,
Cape Town/Western Cape,
8005</td></tr>
<tr><td>Intermediary</td><td>Andrews Insurance Brokers cc
Broker Code: ANDREWS01B
FSP Number: 16140
VAT Number: 4740134152</td><td>PO Box 50923,
Kensington,
South Africa,
2094</td></tr>
<tr><td>Insurer</td><td>The Hollard Insurance Company Limited
(Reg No 1952/003004/06)
A Licensed Financial Service Provider
(FAIS license No 17698)</td><td>22 Oxford Road,
Parktown,
Johannesburg,
Gauteng,
2000

Tel: (011) 351-5000
Email: liabs@itoo.co.za</td></tr>
<tr><td>Period of Insurance</td><td colspan="2">From: 21 October 2020 To : 23 October 2020 (both dates inclusive)</td></tr>
<tr><td>Anniversary/Renewal Date</td><td colspan="2">23 October 2020</td></tr>
<tr><td>Retroactive Date(s)</td><td colspan="2">N/A</td></tr>
<tr><td>Type of Contract</td><td colspan="2">Once Off</td></tr>
<tr><td>Effective Date</td><td colspan="2">21 October 2020</td></tr>
<tr><td>Once Off Premium</td><td colspan="2">R 12 300.00 (15% VAT amount of R 1 604.35 included)</td></tr>
</table>

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

Banking Details

THIC-ITOO Special Risks - Premium Account
Nedbank
Reference Number: SPL/SLFG/000023238
Type: Current   Account No: 1133 731619   Branch Code: 198765   Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R2,460.00

Events Liability Protection

Risk Details	
Limit of Indemnity	R 20 000 000
Basis of Limit	Aggregate
Basis of Deductible	Each and Every Claim
Event Name	W12+ Drive-In Venue: Edgar Lipsett Oval, The Bungalow & Glen Country Club, Clifton

Policy Details

Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible	Total Premium
Public Liability	R 20 000 000	Aggregate	R 10 000	Each and Every Claim	R 12 300

Extensions

Description	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Claims Preparation Costs	R 500 000	Aggregate	R 5 000	Each and Every Claim
Collapse of Temporary Construction and Scaffolding	R 1 000 000	Aggregate	R 10 000	Each and Every Claim
Damage to Leased or Rented Premises	R 1 000 000	Aggregate	R 10 000	Each and Every Claim
Emergency Medical Expenses	R 500 000	Aggregate	R 5 000	Each and Every Claim
Statutory Legal Defence Costs	R 500 000	Aggregate	R 5 000	Each and Every Claim
Wrongful Arrest and Defamation	R 500 000	Aggregate	R 10 000	Each and Every Claim

Policy Wording	Events Liability Wording

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

Endorsements / Extensions / Exclusions

The Privacy of Your Personal Information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing of your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

Sanctions Exclusion:

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

Cyber Loss Absolute Exclusion Clause

-

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

   2.1 the use or operation of any Computer System or Computer Network;

   2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

   2.3 access to, processing, transmission, storage or use of any Data;

   2.4 inability to access, process, transmit, store or use any Data;

   2.5 any threat of or any hoax relating to 2.1 to 2.4 above;

   2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.

3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

Absolute Exclusion - infectious disease / epidemic / pandemic

Notwithstanding anything to the contrary within this Policy, the insurer shall not be liable to make any payment under this Policy whatsoever in connection with, arising out of, based upon or attributable to:

i. any infectious or communicable virus, bacteria, disease;

ii. any declared or classified epidemic or pandemic, whether such declaration or classification takes place before or after the commencement of the Policy; and/or

iii. any mutation or variation of any such infectious or communicable virus, bacteria or disease, epidemic or pandemic.

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

Signed by Warwick Goldie on behalf of the Insurer on: 16 October 2020

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

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

PARTICULARS OF UNDERWRITING MANAGER	
Business Name	ITOO Special Risks (Pty) Ltd
FSP Number	47230
Physical Address	22 Oxford Road, Parktown, Johannesburg, 2193
Postal Address	PO Box 87419, Houghton, 2041
Telephone Number	+27 (11) 351 5000
Fax Number	+27 (11) 351 8015
Email Address	info@itoo.co.za
Website	www.itoo.co.za
Compliance Officer	
Name of Company	Associated Compliance
Telephone Number	011 678 2533
Email Address	craig@associatedcompliance.co.za

ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER	
License Number	47230

ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS
ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity and Liability Insurance underwritten by Leppard and Associates (Pty) Ltd on behalf of Lombard Insurance Company. No IGF is in place as ITOO does not collect any premiums.

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:
(a) Procedures for the submission of claims are detailed in the policy wording. (b) You may contact the insurance broker's claims department for assistance.

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

Compliance Department	011 351 5000

COMPLAINTS
If you would like to lodge a formal complaint with ITOO, please write to: ITOO SPECIAL RISKS Pty Ltd Complaints Officer/Responsible Manager: Warwick Goldie Email: ITOOComplaints@itoo.co.za Website: www.itoo.co.za
If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to: The Hollard Insurance Company Hollard Insure Complaints Email: Hollardinsurecomplaints@hollard.co.za Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)
If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.

THE OMBUDSMAN FOR SHORT-TERM INSURANCE		THE FAIS OMBUD	
Physical Address	1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank	**Physical Address**	Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081
Postal Address	PO Box 32334, Braamfontein, 2017	**Postal Address**	PO Box 74571, Lynnwood Ridge, 0040
Telephone Number	0860 726 890/011 726 8900	**Telephone Number**	012 470 9080/012 762 5000
Fax Number	011 726 5501	**Fax Number**	012 348 3447
Email Address	info@osti.co.za	**Email Address**	info@faisombud.co.za
Website	www.osti.co.za	**Website**	www.faisombud.co.za

FINANCIAL SECTOR CONDUCT AUTHORITY	
Physical Address	41 Matroosberg Road Ashlea Gardens, Pretoria, 0002
Postal Address	PO Box 35655, Menlo Park, 0102
Telephone Number	0800 20 37 22
Fax Number	(012) 346-6941
Email Address	info@fsca.co.za
Website	www.fsca.co.za

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

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

BINDER DISCLOSURE

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

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

OTHER KEY CONFLICT OF INTEREST DISCLOSURES

Relating to your ITOO:	
Does ITOO have a shareholding in any insurer?	No
Does ITOO have a relationship with any insurer that provides a financial interest other than ownership?	No
Does ITOO have a relationship with any broker that provides an ownership or financial interest?	No
Does ITOO have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
The Hollard Group has an equity interest in ITOO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.	
Does ITOO have a relationship with any other person that provides an ownership or financial interest?	Yes
Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.	
A full copy of ITOO conflict of interest management policy can be obtained from the ITOO website, www.itoo.co.za	

DISCLOSURE OF PREMIUMS AND FEES

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

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

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

OTHER MATTERS OF IMPORTANCE

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

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

EVENTS LIABILITY

Here is your new Insurance Policy. Please examine it carefully, together with the Schedule. Please make sure that it is correct and provides the agreed cover. If the Limit of Indemnity as stated in the Schedule is zero or is left blank with no stated amount, then you have elected not to have taken out cover for that section of the Policy. If it is incorrect, please tell us and return it to us immediately.

INDEMNITY AGREEMENT

ITOO Special Risks PTY Limited (hereinafter referred to as the Company) in consideration of the Insured having paid the premium and on the basis that any information provided in connection with any proposal or submission made to the Company shall be the basis of, and incorporated into, this contract, will, subject to the terms, exceptions, conditions, endorsements, and Limit of Indemnity of this Policy, and after application of the Deductible, indemnify the Insured as hereinafter provided for in the Operative Sections against all sums that the Insured shall become legally liable to pay in respect of accidental Bodily Injury or loss of, or damage to, Property, including claimant's costs and expenses, which arises during or in connection with the Event and occurs during the Period of Insurance.

DEFENCE COSTS

The Company will, subject to the Deductible, also pay:

A. All other costs and expenses incurred with the Company's prior written consent in respect of the investigation, defence or settlement of any Claim that may be the subject of indemnity under this Policy.

It is expressly understood and agreed that the Defence Costs, as set out above and for which the Company may agree to pay from time to time, shall not be in addition to the Limit of Indemnity stated in the Schedule. The Company's total liability to pay in accordance with the Indemnity Agreement all sums for which the Insured is legally liable to pay, claimant's costs and expenses and Defence Costs for a Claim shall not exceed the Limit of Indemnity.

GENERAL DEFINITIONS

1. **Insured** shall mean the person, club, organisation, company or entity stated in the Schedule.

2. **Bodily Injury** shall mean death, injury, illness or disease to a person including nervous shock, mental anguish or mental illness.

3. **Claim** shall mean any one occurrence or series of occurrences with one originating cause, arising during or in connection with the Event, which gives rise to a valid claim or series of claims under one or more of the Operative Sections of this Policy, irrespective of the number of injured persons or actual or alleged claimants, and whether or not brought individually or by way of class action by the claimant or claimants concerned.

4. **Event** shall mean the activity, function, festival or events as more fully described and recorded in the Schedule.

5. **Property** shall mean tangible property and excluding, for the avoidance of any doubt, plant life, playing fields, information (including electronically stored information), intellectual property or intangible property rights of any kind, or any value therein.

6. **Employee** shall mean:

(a) any person under a contract of employment or apprenticeship with the Insured;
(b)

(i) any labour master or labour or person supplied by any of them;
(ii) any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
(iii) any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
(iv) any authorised voluntary persons;

7. **Product** shall mean any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

(a) sold, supplied or distributed by or on behalf of the Insured;
(b) erected, repaired, serviced, altered, treated or installed by the Insured;

in the course of or during the Event, and which have left the care, custody or control of the Insured.

8. **Pollution Hazard** shall mean:

(a) actual, alleged, or threatened:

(i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
(ii) subsequent spread, migration, or movement of Pollutants following (i) above;

(b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.

9. **Pollutants** shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

10. **Limit of Indemnity** shall mean the total liability of the Company for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount stated in the Schedule. If an Event gives rise to a Claim or a series of Claims which forms the subject of an indemnity under more than one Operative Section of the Policy (subject to

the terms and conditions of the Policy), each Operative Section shall apply separately and be subject to its own separate Limit of Indemnity, provided that the total amount of the Company's liability shall at all times be limited to the greatest Limit of Indemnity available under any one of the Operative Sections affording indemnity for the Claim or series of Claims. The Limit of Indemnity shall be determined with reference to the Schedule, or such other limit as may apply by virtue of an Endorsement to or specific sub-limit set out in this Policy.

11. **Deductible** shall mean the amount stated in the Schedule, which shall be payable by the Insured for each Claim in respect of all damages, claimant's costs and expenses and Defence Costs before the Company shall be liable to make any payment under this Policy.

12. **System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

    (i) the response of a Computer to any date or date change; or
    (ii) the failure of a Computer to respond to any date or date change; or
    (iii) any loss of, damage to, change or corruption in, data or software on a Computer or Computer system; or any Computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, Computer system, or Website.

    Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

13. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

    Terrorism includes but shall not be limited to:
    (i) the use of violence against any person;
    (ii) the causing of loss of, or damage to, Property;
    (iii) acts which endanger a person's life;
    (iv) acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
    (v) acts which create a risk to the health of an individual, the public, or any section of the public;
    (vi) acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.

14. **Pure Financial Loss** shall mean any pecuniary or economic loss or expense.

15. **Period of Insurance** means the period of time specified in the Schedule unless the policy is cancelled in which event the Period of Insurance will end on the effective date of the cancellation.

16. **Dangerous Activity** shall mean, in connection with the Event, any activity, game, function, sport, amusement, display, competition or fund raising function organised by the Insured or on behalf of the Insured for which the Insured is responsible, involving:

    (i) fireworks, bonfires and/or pyrotechnical devices.
    (ii) fairground rides or mechanical or electrical rides of any kind;
    (iii) ballooning or flying of any description;
    (iv) persons riding on animals;
    (v) shooting ranges for guns or archery;

EVENTS LIABILITY

SECTION 1 - PUBLIC LIABILITY

This Section shall indemnify the Insured in accordance with the Indemnity Agreement for:

A. Bodily Injury to any person;
B. Loss of, or damage to, Property;

occurring during the Period of Insurance anywhere within the Geographical Limits defined below and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy.

Geographical Limits

Shall mean for the purposes of this Section

(a) The Republic of South Africa, Namibia, Botswana, Mozambique Lesotho, Swaziland, Zimbabwe and Malawi

(b) Elsewhere in the World excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Event organised by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company's total liability under this Operative Section of the Policy to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs in respect of a Claim shall not exceed the Limit of Indemnity stated in the Schedule.

However, and notwithstanding anything to the contrary herein, where in respect of the specific extensions to this Operative Section of the Policy, the Limit of Indemnity states "in the annual aggregate" in the Schedule, the Company's total liability to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs for all Claims arising in any one Period of Insurance shall be limited to the stated amount in the Schedule, irrespective of the number of Claims.

SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 1 ONLY

The Company shall not indemnify the Insured in respect of liability directly consequent upon or by or in connection with loss of damage:

1. to Property belonging to the Insured, Employee's or visitor's personal effects.

2. to Property in the custody or control of the Insured more specifically defined as:

   (a) Property belonging to any partner, director or Employee of the Insured or sub-contractor;
   (b) To vehicles and their contents and accessories whilst using parking facilities provided by the Insured and/or available at the Event.

3. to the venue at which the Event takes place;

4. to that part of any Property on which the Insured is or has been working if such damage results directly from such work;

5. arising from the ownership, possession, or use by or on behalf of the Insured or an Employee of the Insured, of:

   (a) any mechanically propelled vehicle, motorised bike or bicycle of any kind or attached trailer, but this exception shall not apply to liability caused by:

      (i) the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
      (ii) any self propelled mechanical vehicle, plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.

   (b) any aircraft or other aerial device.
   (c) any hovercraft, watercraft, offshore installation or other water device.

6. arising from any Product other than food or drink provided for consumption at the event.

7. arising from the acts of Employees, or persons acting on the Insured's behalf, whilst restraining, prohibiting entry to, or removing, any persons at the premises at which the Event takes place which results in Bodily Injury, or loss of, or damage to, Property, where the force used is considered excessive or gratuitously violent in nature by the Company.

8. arising from any performance, surety, credit, financial guarantee or any other circumstance (whether financial or otherwise) which leads to the cancellation, abandonment or postponement of the Event.

9. arising from the effects of any alcoholic or any illegal substance including prescribed drugs or medication.

10. unless otherwise agreed by the Company and acknowledged by specific endorsement to this Policy arising from:,

   (a) a Dangerous Activity;
   (b) actual or attempted physical contact with or challenge to any participant, intended or unintended, in the course of any sports or competitive activity organised by the Insured or on behalf of the Insured or for which the Insured is responsible;

EXTENSIONS APPLICABLE TO SECTION 1 ONLY - IF STATED IN THE SCHEDULE TO BE INCLUDED

Subject to all the terms, Exceptions, Conditions and Endorsements of this Policy, and where the extensions are stated to be included in the Schedule, the Insured shall be indemnified as below.

Aggregate Limit of Indemnity

In respect of those extensions that the Company has agreed to indemnify the Insured, the Company's total liability to pay all for all sums under these extensions for all Claims arising in any one Period of Insurance shall be part of and not in addition to the stated Limit of Liability in the Schedule in respect of Section 1, Public Liability. Deductible

The extensions are also subject to the Deductible as stated in the Schedule.

1. **Wrongful Arrest and Defamation**
   The Company shall indemnify the Insured in accordance with the Indemnity Agreement consequent upon Bodily Injury or loss of, or damage to, Property at or during the Event, for which the Insured shall become legally liable to pay to third parties, directly caused by:

   (a) wrongful arrest, detention or imprisonment;
   (b) defamation of character;

2. **Damage to leased or rented premises**
   Notwithstanding Exceptions 3 to this Section, the indemnity provided under this Section shall extend to include liability for loss of, or damage to, premises (including fixtures or fittings) leased or hired by or rented to the Insured under a written contract or agreement, but this extension shall not apply to liability:

   (a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
   (b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
   (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy

3. **Statutory Legal Defence Costs**
   The Company will pay legal costs incurred by the Insured or at the Insured's request by any director, partner (where the Insured is a partnership) or Employee of the Insured for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within South Africa, committed or alleged to have been committed during the Period of Insurance in the course of the Event, provided that:

   (a) the prosecution arises out of the Event which is the subject of this Section;
   (b) the Company shall not be liable for fines or penalties of any kind;
   (c) the Insured is not entitled to indemnity under any other policy;

(d) the proceedings are not consequent upon any deliberate act or omission by:

i. the Insured;
ii. any director or partner of the Insured;
iii. any Employee with any specific responsibility for compliance with any legislation which could reasonable have been expected to constitute a breach of the said legislation

4. **Emergency Medical Expenses**
The Company will indemnify the Insured in accordance with the Indemnity Agreement for all reasonable expenses incurred by the Insured for such immediate emergency medical treatment as may be necessary at the time of an accident causing Bodily Injury to third parties who may be the subject of a claim for indemnity by the Insured in terms of this section.

5. **Claims Preparation Costs**
The policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company to substantiate the amount of any Claim

6. **Member to Member Liability**
If the Insured is a voluntary association consisting of members, the Company will provide an indemnity to each member of the Insured in respect of a legal liability that such member/s may have to third parties for Bodily Injury or loss of, or damage to, Property, in connection with the Event, in the same manner and to the same extent as if a separate Policy had been issued to each member; provided that any member claiming an indemnity under this Policy is a fully paid up, legitimate and valid member of the Insured whose membership has not been suspended, revoked or withdrawn for any reason

7 **Collapse of Temporary Construction and Scaffolding**
Notwithstanding General Policy Exceptions applicable to all the sections of the policy, 15 the Company will indemnify the Insured consequent upon Bodily Injury or loss of, or damage to, Property at or during the Event, for which the Insured shall become legally liable to pay to third parties, directly caused by;

(i) the collapse of temporary construction, tent, marquee, portable structure of any kind
(ii) the collapse of any of any temporary spectator stands or seating supported by scaffolding.

It is a condition precedent to liability that, at the time of an incident giving rise to a claim in terms of this extension, that the Insured shall comply fully with all applicable legislation and regulations pertaining to the Event.

SECTION 2 - PRODUCTS LIABILITY

This section shall indemnify the Insured in accordance with the Indemnity Agreement for:

A. Bodily Injury to any person;
B. Loss of, or damage to, Property;

caused directly by any Product of the Insured during the Period of Insurance and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy.

Geographical Limits

Shall mean for the purposes of this Section

(a) The Republic of South Africa, Namibia, Botswana, Mozambique Lesotho, Swaziland, Zimbabwe and Malawi
(b) Elsewhere in the World excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the Event organised by the Insured at or from any premises situated in any of the countries specified in (a) above.

The Company's total liability under this Operative Section of the Policy in respect of the Limit of Indemnity is "in the annual aggregate" as stated in the Schedule and accordingly the Company's total liability to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs for all Claims arising in any one Period of Insurance shall be limited to the stated amount in the Schedule, irrespective of the number of Claims.

For the avoidance of any doubt, a Claim as defined in this Policy shall in respect of this Operative Section include any one occurrence or series of occurrences relating to or arising from the same or similar fault in design, manufacture, instructions for use, packaging or labeling or attributable to the sale or supply of the same Product or Products showing the same or similar failure, defect or hazard.

SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 2 ONLY

The Company shall not indemnify the Insured under this Section against liability:

(a) arising from any Product exported directly or indirectly to the United States of America and/or Canada and/or their respective possessions or protectorates;
(b) arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.

SECTION 3 - EMPLOYERS' LIABILITY

This Section shall indemnify the Insured in accordance with the Indemnity Agreement for Bodily Injury sustained by any Employee during the Event and arising out of and in the course of their employment by the Insured caused during the Period of Insurance and subject to the terms, specific and general exceptions, general conditions and the remaining provisions of the Policy:

(a) in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

The Company's total liability under this Operative Section of the Policy to pay all sums for which the Insured is legally liable including claimant's costs and expenses and Defence Costs in respect of a Claim shall not exceed the Limit of Indemnity stated in the Schedule.

SPECIFIC EXCEPTIONS APPLICABLE TO SECTION 3 ONLY

The Company shall not indemnify the Insured under this Section against liability:

1. **Gradual impairment**
   For disease, illness or impairment attributable to a gradually operating cause which cannot be identified as having arisen out of a specific sudden and unforeseen event.

2. **Occupational Disease**
   Arising from silicosis, black lung, brown lung or mesothelioma, and/or sickness resulting from occupational hazards at work.

GENERAL POLICY EXCEPTIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The Company shall not indemnify the Insured under Sections 1,2 and 3 against liability:

1. **War and Terrorism**
   Arising directly or indirectly in consequence of, civil commotion, labour disturbances, riot, strike, lockout or public disorder war, invasion, act of foreign enemy, hostilities whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, Terrorism, military or usurped power, confiscation or requisition by any competent authority, or nationalisation.

2. **Employee**
   For Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured or any liability attaching to the Insured by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any similar law or regulation.

3. **Pollution**
   Arising directly or indirectly from any Pollution Hazard arising:

   (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;

(b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Claims arising directly or indirectly from any Pollution Hazard, that involves bacteria, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

The total indemnity payable under both Section 1 and Section 2 shall be the Limit of Indemnity for Section 1 stated in the Schedule, either in respect of any one Claim or in the aggregate during the Period of Insurance.

4. **Contractual Liability**
That is assumed by the Insured under a contract or agreement, unless such liability would have attached to the Insured in the absence of the said contract or agreement.

This exception shall include any liability that -
(a) arises under any penalty clause or in respect of fines or liquidated damages; or
(b) arises out of the sole negligence of third parties; or
(c) attaches by virtue of any waiver of subrogation rights against third parties; or
(d) arises by reason of Personal Injury to any employee of third parties;

Unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

5. **Professional Services**
Arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

6. **Efficacy**
Arising out of the failure of a Product, or any part thereof, to fulfill the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception shall not apply to consequent Bodily Injury or loss of, or damage to, Property.

7. **Recall**
Arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

8. **Fines Penalties and Punitive**
For fines, penalties, punitive damages, or exemplary damages.

9. **Advertising**
Arising out of any form of defamation or from malicious falsehood:

(a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
(b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

10. **Toxic Substances**
Arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenols, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenols.

11. **Radioactive Contamination**
Of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof where such legal liability is:
    (i) the liability of any principal; or
    (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

12. **System Failure**
Associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

13. **Pure Financial Loss**
For Pure Financial Loss, unless such Pure Financial Loss is a direct result of Personal Injury or loss of, or damage to, Property, for which indemnity is provided by this Policy.

14. **Asbestos**
Arising directly or indirectly from any actual or alleged liability whatsoever for any claim, event or loss or losses caused by, arising out of, resulting from, in consequence of, any way involving, or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity.

15. **Collapse of Temporary Construction and Scaffolding**
Arising directly or indirectly from Bodily Injury, or loss of, or damage to, Property

(a) the erection or dismantling by the Insured or on behalf of the Insured of any stage, tent, marquee, portable structure or any other temporary structure of any kind;
(b) the erection or dismantling by the Insured or on behalf of the Insured of any of any temporary spectator stands or seating supported by scaffolding.

EVENTS LIABILITY

GENERAL POLICY CONDITIONS

1. **Observance of Terms**
The Insured shall abide by and fulfill all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers, and information, supplied in connection with this Policy shall be a condition precedent to any liability of the Company to indemnify the Insured.

2. **Claims Notification**
It shall be a condition precedent to liability that the Insured shall:
a) as soon as reasonably possible give written notice to the Company of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
b) as soon as reasonably possible give written notice to the Company when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
c) advise the Company in writing as soon as reasonably possible when the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b);
d) All notifications relating to claims or circumstances must be in writing to ITOO Special Risks Pty LTD facsimile to + 27 (11) 351 8071.

3. **Claims Co-operation**
It shall be a condition precedent to liability that in respect of any circumstance notified to the Company or any claim itself, the Insured shall:

(a) provide the Company with such particulars and information as the Company may require, immediately on request;
(b) forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
(c) give to the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
(d) make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Company.

4. **Claims Control**
The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

5. **Fraud**
The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

6. **Deductible**
The Deductible shall be subject to the following provisions:

(a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Deductible shall be payable in whole or in part:
  (i) at any stage when in respect of a claim sums have been paid in respect of damages, claimant's and expenses and/or defence costs and loss adjusting expenses; or
  (ii) at the settlement or closure of any claim; or
  (iii) where at its own discretion the Company so requires.
(b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Deductible to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
(c) The terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Deductible.

7. **Discharge of Liability**
The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of Defence Costs and expenses already agreed and incurred. Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

8. **Subrogation**
If any payment is to be made under this Policy in respect of a claim, the Company shall be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss. The Company shall be entitled to pursue and enforce such rights in the name of the Insured, who shall provide the Company with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any amount recovered in excess of the Company's total payment shall be restored to the Insured less the cost to the Company of such recovery. The Company agrees not to exercise any such rights of recovery against any Employee unless the claim is brought about or contributed to by the dishonest, fraudulent, intentional, criminal or malicious act or omission of the Employee. In its sole discretion, the Company may, in writing, waive any of its rights set forth in this Subrogation Clause.

9. **Reasonable Precautions and Undertakings**
It shall be a condition precedent to the Company's liability under this Policy that:

(a) The Insured shall, at their own expense, take all reasonable care and exercise all reasonable precautions in order to prevent, avoid or minimise any accident or loss at or during the Event.
(b) The Insured shall comply fully with all applicable legislation and regulations pertaining to the Event, including but by no means limited to the organization of the Event, the Event itself and any activities offered at the Event.

10. **Alteration of Risk**
The Insured shall give the Company immediate written notice of any alteration which materially affects the risks insured, and the Company shall not be under any obligation to indemnify the Insured in respect of any claim(s):

(i) until the Company has agreed in writing to accept the altered risk; and
(ii) the Insured has paid or agreed to pay any additional premium required by the Company.

11. **Non-Disclosure**
This Policy shall be voidable by the Company in the event of any misrepresentation, mis-description, or non-disclosure of any material fact, by or on behalf of the Insured.

12. **Interpretation**
This Policy together with the Schedule and such endorsements as the Company may agree to from time to time shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear. Headings in this Policy are included for convenience only and shall not affect the interpretation or construction of the Policy.

13. **Other Insurances**
If at the time of any claim(s) there is any other policy of indemnity or insurance in favour of, or effected by or on behalf of the Insured, applicable to such claim(s), the Company shall not be liable under this Policy to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess of that payable under such other policy of indemnity or insurance, subject always to the applicable Limit of Indemnity of this Policy and its terms and conditions.

14. **Adjustments**
Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:

(a) keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
(b) within one month of the expiry of each Period of Insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

15. **Cancellation**
The Company may cancel this Policy by sending thirty days notice by registered letter to the Insured at their last known address, or that of their agent or intermediary. In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, less any sums due from the Insured to the Company; provided always that no claim(s) or circumstance(s) have been notified to the Company. In the event that any claims or circumstances have been notified to the Company, then the Company reserves the right to withhold such return premium until such claims or circumstances are settled or a release from liability is received from the Insured. If the sum total of all claims paid exceeds the calculated pro rata time on risk charge, the Company reserves the right to deduct the amount of the excess from the return premium which would have been allowable.

16. **Law**
This Policy is subject to and shall be interpreted in accordance with the law of the Republic of South Africa.

17. **Amendment**
No amendment to this Policy shall be effective other than by way of a written endorsement issued and signed by the Company to the Policy.

18. **Offset of Premium**
The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under this Policy, any sums owed to the Company by the Insured in respect of Premium(s) due under this Policy.

SPEV 12/10/20 BEST OF CAPE TOWN ART, FOOD & WINE IN JULY 2021

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R200 000 from the Events Budget and R200 000 from the Enterprise and Investment Budget.

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

SPEV 13/10/20 OPEN BOOK FESTIVAL ON 3 – 5 SEPTEMBER 2021

It was **RESOLVED** that the City **APPROVES** the event financially up to an amount of R250 000 from the Events Budget and waiver the venue costs for City-owned venues, excluding municipal entities, subject to availability and that the cost be absorbed by the applicable line department.

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

BUSINESS/EXHIBITION/TRADE EVENTS

SPEV 14/10/20 OCEAN INNOVATION AFRICA ON 24 NOVEMBER 2020 ALT. DATE: 25 NOVEMBER 2020

It was **RESOLVED** that the matter be **DEFERRED** for further information and discussion.

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

SPEV 15/10/20 W12+ DRIVE-IN: WORLD PREMIERE OF A WATERWISE FUTURE FOR ALL ON 22 OCTOBER 2020

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R50 000 from the Events Budget.

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

SPEV 16/10/20 FILM, ARTS, MEDIA AND ENTERTAINMENT (FAME) AFRICA ON 30 NOVEMBER 2020; 20 – 22 OCTOBER 2021 AND 19 – 21 OCTOBER 2022 ALT. DATES 1ST WEEK OCTOBER 2021/22

It was **RESOLVED** that:

a) The City **APPROVES** the event financially with an amount of R250 000 from the Events Budget for the 2020/21 financial year.
b) The City **APPROVES** the event financially with an amount of

MATTERS ARISING FOR NOTING

PREVIOUSLY APPROVED EVENTS FOR DISCUSSION AND DECISION

SPEV 22/12/20 W12+ DRIVE-IN: WORLD PREMIERE OF A WATERWISE FUTURE FOR ALL ON 22 OCTOBER 2020

It **BE NOTED** that the cash funding reduced to R49 000 (15% VAT where applicable).

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 23/12/20 SOLAR POWER AFRICA ON 4 – 6 NOVEMBER 2020

It **BE NOTED** that the event could no longer be supported because it changed to a virtual event.

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

SPEV 24/12/20 CAPE TOWN LADIES OPEN ON 15 – 17 JANUARY 2021

It **BE NOTED** that the event date changed to 1 – 5 February 2021.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 25/12/20 CAPE MALAY CHOIR BOARD – CAPE MALAY CHOIR COMPETITIONS FEBRUARY – APRIL 2021

It **BE NOTED** that event has been cancelled for the 2020/21 financial year.

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

SPEV 26/12/20 DHL STORMERS VS BRITISH & IRISH LIONS ON 3 JULY 2021

It was **RESOLVED** that the City **APPROVES** the event with an additional amount of R750 000 (15% VAT where applicable) towards City and Event Services, as well as the waiver of venue costs for City-owned venues, excluding municipal entities and leased venues, subject to availability, and that the costs be absorbed by the applicable line departments.

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

21579

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

Agreement with:	Reason / Name of Event:
SAVE OUR SCHOOLS NPO SOS NPO	**W12 Drive-in World Premiere of Waterwise Future For All**

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	
If other, indicate type of agreement:	

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

Contract compliance checks:		✔
Before ED signs, ensure steps 1, 2 and 3 are completed		
1.	Signed and dated by EO / other party	✓
2.	Two witnesses	✓
3.	Each page initialled by all of the above	✓
4.	Rights Package	✓
5.	Business Plan	✓
6.	Approval	✓
7.	Public Liability	✓
8.	Constitution (if applicable)	
9.	Signature Authorisation Letter (if applicable)	
10.	Final check by Rowelna Williams	
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY AND SECURITY
- 9 DEC 2020
SIGNATURE

Name of Manager/ Prof Officer	Signature	Date
Babalwa Mafilika		09/12/20