



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

**EVENTS AGREEMENT
(Sponsorship Agreement)**

Made and entered into between:

CITY OF CAPE TOWN

And

**African Enterprise t/a Love Cape Town City Fest
(Registration Number: 007-107 NPO)**

Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of **RECIPIENT** hereto. These clauses are of specific importance because they affect **RECIPIENT** right and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with these provisions in particularly clauses **7.1.2, 7.2.3, 7.3.4, 7.3.9, 7.3.13, 9.7, the entire clause 13, the entire clause 15, 18.3, 18.4, 19.3 and the entire clause 20** have specific importance for the **RECIPIENT**.

Handwritten signatures and initials:
Dad
M. S.
P. van

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ANNEXURES

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

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1. PARTIES

The Parties to this Agreement are:-

- 1.1 The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998*, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented by **Mr Richard Bosman** his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **African Enterprise t/a Love Cape Town City Fest** is a company/organisation registered in terms of the laws of the Republic of South Africa with registration number: **007-107-NPO**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Theunis Konrad Pauw** with ID number: **7707 0450 9408 6** in his capacity as **CEO** duly authorised hereto.

2. DEFINITIONS

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

2.1.1	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.2	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure, this area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.3	"City Services" means all services rendered by the CITY to events;
2.1.4	"City's Financial Year" means the financial year of the CITY commencing on 1 July and ending on 30 June of any given year;
2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local

	Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date the services are delivered by the City irrespective of the Signature Date;
2.1.7	"Completion Date" means the date that RECIPIENT has fulfilled all its obligations in terms of this Agreement or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	"Event" means the "Love Cape Town City Fest" event held from 16 November 2019
2.1.10	"Expenditure" means all the costs related to the services and/or facilities as provided by the City in terms of clause 9.3.1;
2.1.11	"Event's Organiser" means the RECIPIENT as described in clause 1.2 herein;
2.1.12	"Notice" means a written notice;
2.1.13	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.14	"RECIPIENT" means the Party described in 1.2 above;
2.1.15	"Signature Date" means the date on which this Agreement is signed by the Party signing last in time;
2.1.16	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.17	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.18	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City; and
2.1.19	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13.

J. S. P. van
J. S. P.

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

- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 2.16 The provisions of this Agreement supersedes the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, then the words shall prevail.

3. PREAMBLE

- 3.1 The Love Cape Town City Fest is an evangelistic event which involve various activities such as children games, actions sports for example; BMX, roller skating, skateboarding and music. It aims at bringing a message of hope, unity and love to the City and to national and international supporters at all levels (children, youth and adults).
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the IDP, and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package as per **Annexure "B"**.

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

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

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

5. DURATION OF THE AGREEMENT

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

6. VARIATIONS TO THE AGREEMENT

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

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7. OBLIGATIONS OF THE RECIPIENT

The RECIPIENT confirms that:

7.1 In respect of reporting:

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

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

7.2 In respect of Compliance:

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

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

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

7.3 In respect of the Event:

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

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

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

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

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

8. OBLIGATIONS OF THE CITY

In regard to:

8.1 Monitoring and Evaluation:

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

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

- 8.2.1 The CITY shall waiver the costs of the **Westridge Gardens, Mitchell's Plain** and City Services to the RECIPIENT, as recorded in **Annexure "A"** attached hereto, subject to the RECIPIENT providing the necessary documentation, following the necessary approval processes and meeting the relevant requirements of the CITY.

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

- 8.2.3 The CITY shall provide the following City services:

City Services not exceeding the amount of **R100 000** (One Hundred Thousand Rand Only) (15% VAT where applicable). Should the event services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs

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9. MONITORING AND EVALUATION

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

9. FORCE MAJEURE

- 10.1 Subject to clause 15 herein, should any Party (hereinafter referred to as the "Invoking Party") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "*force majeure*") then:
- 10.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
 - 10.1.2 specifying the cause and anticipated duration of the *force majeure*; and
 - 10.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.
- 10.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 10.1.1 until the date on which notice is given in terms of 10.1.3
- 10.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 10.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 10.1.1 and 10.1.3.
- 10.4 If the *force majeure* continues for more than 10 (ten) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

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11. DISPUTE RESOLUTION

- 11.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 11.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.
- 11.3 Should the persons referred to in clause 11.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.
- 11.4 Should the mediator referred to in clause 11.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.

12. DOMICILIUM CITANDI ET EXECUTANDI

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

12.1 The CITY: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone 021 400 3355

Fax: 021 400 5923

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



12.2 RECIPIENT: -

Attention: Mr Theunis Konrad Pauw
CEO

Address: 1 Nonsuch road, Pietermaritzburg,
PO Box 13140, Cascades, 3202

Email: t.pauw@aeint.org or theunspauw@gmail.com

Cell: 071 678 5286

Land Line: 033 347 1911

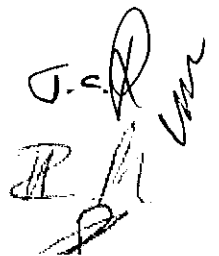
12.3 The *domicilium citandi et executandi* is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement

13. INDEMNITY AND INSURANCE

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

against.

- 13.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.**
- 13.6 RECIPIENT shall:**
- 13.6.1** obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (Twenty Million Rand)**, or as approved by the CITY in writing from time to time;
- 13.6.2** furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and
- 13.6.3** ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.
- 13.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.**
- 13.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.**
- 13.9 RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.**

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14. BREACH CLAUSE

- 14.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY must notify the RECIPIENT in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.2 In the event of the RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 14.2.1 Cancel the Agreement and claim damages together with interest; or
- 14.2.2 Demand Specific Performance together with a claim for damages and interest
- 14.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
- 14.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
- 14.3.3 The Event was ceased by the RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
- 14.3.4 The nature and quality of the Event does not reflect the standard and value – for – money use of the Transfer Payment by RECIPIENT;
- 14.3.4 The RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 14.6 If the CITY breaches the terms and conditions of this Agreement, the RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;
- 14.7 In the event of the CITY failing or being unable to remedy the breach the RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 14.7.1 Cancel the Agreement and claim any damages together with interest; or
- 14.7.2 Demand Specific Performance together with a claim for any damages and interest.
- 14.8 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

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15. NO FAULT TERMINATION

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

16. GENERAL

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

17. CESSION AND ASSIGNMENT

- 17.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 17.2 Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

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18. INTELLECTUAL PROPERTY

- 18.1 All Intellectual Property rights of whatsoever nature belonging to the CITY, including, without limitation, the CITY's logo, emblem or any other form of corporate identity, shall remain vested at all times in the CITY.
- 18.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from the RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from the RECIPIENT.
- 18.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.
- 18.4 Insofar as the RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.
- 19. CONFIDENTIALITY**
- 19.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the confidential information") shall be treated by the Parties as confidential. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become

privity to such information shall first undertake in writing to protect the confidential nature thereof.

19.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain or a Party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court, to comply with the provisions of any law or regulation in force from time to time, or as determined by the Minister.

19.3 **RECIPIENT** shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from the **RECIPIENT**.

20. **LIMITATION OF LIABILITY**

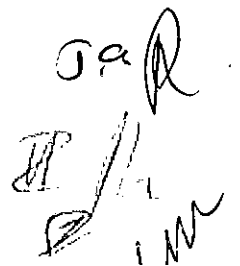
20.1 The CITY shall not be liable to **RECIPIENT** for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

20.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the 1/12th of the extent of its sponsorship herein.

21. **NATURE OF RELATIONSHIP**

21.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

21.2 **RECIPIENT** has no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.



22. IMPLEMENTATION AND GOOD FAITH

22.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

22.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

23. JURISDICTION

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

24. COSTS

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

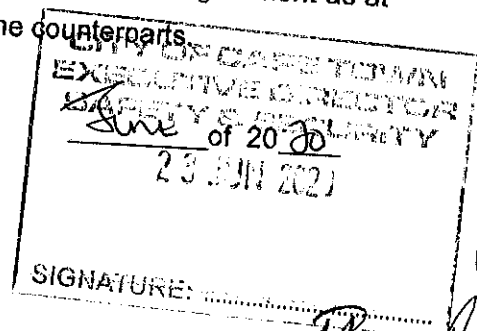
25. SIGNATURE

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

25.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.

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

SIGNED at CAPE Town on this 28th day



AS WITNESSES

1. Matthys

2. J. Andrus



THE CITY:

MR RICHARD BOSMAN

EXECUTIVE DIRECTOR: SAFETY

CAND SECURITY TOWN
EXECUTIVE DIRECTOR
(WHO WARRANTS HIS
AUTHORITY HERETO).

29 JUN 2020

SIGNATURE:

SIGNED at Pretoria on this 29th day January of 20 20

AS WITNESSES

1. Andrus

2. [Signature]



AFRICAN ENTERPRISE

THEUNIS KONRAD PAUW

CEO

(WHO WARRANTS HIS
AUTHORITY HERETO)



ANNEXURE "A"

CITY SERVICES

1. The CITY shall provide City Services to the value not exceeding R100 000 (Thundered Thousand Rand Only) (15% VAT where applicable). Should the event services exceed the above-mentioned amount, the Event Organiser shall be held liable for the excess costs. The City Services include, inter alia:

- Disaster Risk Management
- Traffic Services
- Fire & Rescue Services
- Westridge Gardens

[Handwritten signatures and initials]

THE RIGHTS PACKAGE

- Branding opportunity (incl. logo)
- Speaking opportunity
- Developmental: coaching and community engagement
- Invitations to the event

Handwritten signature/initials
J. P. / J. P. / J. P.

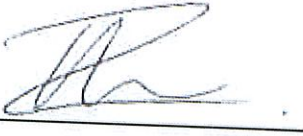
ANNEXURE "C"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. That **African Enterprise t/a Love Cape Town City Fest** (hereinafter referred to as "**the RECIPIENT**") be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("**the CITY**"), in terms of which the CITY agreed to make certain resources and facilities available to the RECIPIENT and as consideration for the resources and facilities made available to it by the CITY, the RECIPIENT agreed to grant the CITY the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
2. THAT **Theunis Konrad Pauw** in his capacity as, an CEO of the **African Enterprise t/a Love Cape Town City Fest**, 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.

 Theunis Konrad Pauw	Date: 29/01/2020	Place: Pretoria
--	---------------------	--------------------


J. A. Van

ANNEXURE "D"

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

Handwritten signatures and initials in the bottom right corner. There are four distinct marks: a stylized 'S' or 'J' at the top, a large 'R' to the left, a signature that appears to be 'J. A.' in the center, and a cursive signature 'Ume' to the right.

18 March 2020

To whom it may concern,

This is to confirm that I, Theunis Konrad Pauw (ID 7707045094086), am duly authorized by the African Enterprise South Africa (AESA) board to sign for the Love Cape Town CityFest event on behalf of AESA.

Yours sincerely,
Theuns Pauw



CEO – African Enterprise (SA)



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

PROJECT PLAN

Financial Year (the City's financial year): 1 July 2018... to 30 June 2019.....

No.:

DETAILS AND REQUIREMENTS

1. ORGANISATION: ... African Enterprise on behalf of Love Cape Town CityFest

2. AIMS AND OBJECTIVES OF ORGANISATION:

Evangelizing the cities of Africa, through word and deed, in partnership with the church.

3. PROJECT OR PROGRAMME DETAILS:

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

A free of charge community gospel event for the whole family, including kids activities, action sports, music program, and a message of hope from an international speaker. The purpose is to bring more hope to the people of Cape Town, and to bring more unity between ethnic groups.

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

The venue is Westridge Gardens in Mitchells Plain, but the whole city is invited.

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

We expect between 10 000 to 15 000 people.

3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: <i>The whole city is invited, but we expect most of the beneficiaries to be from the Cape Flats.</i>
3.5	Sponsorship objectives: Which companies are sponsoring the event? <i>Main sponsors: African Enterprise & Luis Palau Association</i> <i>Co-sponsors: City of Cape Town, CCFM, Radio Tygerberg, various churches & individual donors.</i>
3.6	Swot Analysis: Strengths and Weaknesses: <i>Strengths: multi-racial organising committee & multi-racial event. Excellent musicians. Westridge Gardens is an excellent venue. We have amazing volunteers.</i> <i>Weaknesses: The venue is exposed to the weather (open-air). Limited budget.</i>
3.7	Opportunities: How will you grow your event: <i>The local organising committee will continue to seek opportunities for future collaboration, leveraging on the solid relationships established with the church & community leaders in the run-up to our event.</i>
3.8	Threats: Any concerns about the event: <i>Unpredictable weather.</i> <i>Power supply.</i>
3.9	Marketing and Media: Brief information on the plans (challenges): <i>Megaphones in neighbourhoods, Flyers & posters, banners, Plainman community paper ads, Social media, CCFM, Radio Tygerberg, Radio Pulpit, TBN (TV channel).</i> <i>Challenge: Limited budget. We would like to do more extensive marketing.</i>
3.10	Economic Development and Tourism Impact: <i>4 jobs created & 100% local suppliers used for the event.</i> <i>36 international visitors for the event.</i> <i>2 sweep-the-city clean-up operations done around the event.</i>

3.11 Legacy:

We trust that the event will impact the lives of thousands of Capetonians in a positive way, and bring lasting hope. We trust that it will help promote peace and unity in our community, and contribute to a reduction in many social ills like gangsterism and drug abuse etc.

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)	Campaign setup & preparation incl. travel & salaries	1800 000
(ii)	Training of volunteers incl. venue fees & catering	200 000
(iii)	Events incl. sound & stage & performer fees	1900 000
(iv)	Venue fee & support services incl. traffic & policing.	100 000
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		

TOTAL BUDGET - EXPENDITURE

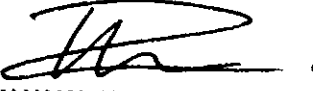
4000 000

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	100 000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	1 600 000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	

(i)	TICKETING/ENTRY FEES (Free events)	0
(ii)	MERCHANDISING (no merchandise to be sold)	0
(iii)	Luis Palau Association (partner organisation)	1 700 000
(iv)	Various businesses & organisations	200 000
(v)	Individual donors	400 000
(vi)		
TOTAL BUDGET - INCOME		4 000 000

Duly authorised person of the organisation:

Full Name: Theunis Konrad Pauw
 RSA ID Number: 7707045094086
 Position: CEO
 Signature: 

For Official Use Only

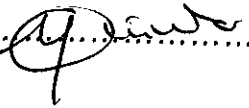
(To be completed by Project manager when Spevco has approved the grant and before the signing of the MOA – Attach this completed project plan to the signed MOA)

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

Line Department: - Safety & Security

Project Manager: - Y. Qunba

Date: - 2020:06-25

Signature: - 

1 August 2019

African Enterprise

AFRICAN ENTERPRISE-PUBLIC LIABILITY COVER

This letter serves to confirm that Public Liability cover is in force as follows for your Love Cape Town Mission taking place from 02 November 2019 at Westridge Garden, Mitchells Plain, 09 November at Mandela Park, Khayelitsha and 16 November 2019 at Grand Parade, Cape Town.

Policy No.: 823630*013

Insurer: AIG

Limit of Indemnity: R 30 000 000

Subject to standard policy wording, terms and conditions

I trust that you find the above in order. Please do not hesitate to contact me should you have any queries.

Kind Regards



Tracy Gharib
Client Executive



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CORPORATE SERVICES
LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Philliswa Qalazive
Legal Adviser

T: +27 21 400 2394 F: +27 21 400 5921
E: Philliswa.Qalazive@capetown.gov.za
Ref: 16/1/1/8/895

FINALISATION LETTER

Date: 24 January 2020

To: Executive Director: Safety and Security

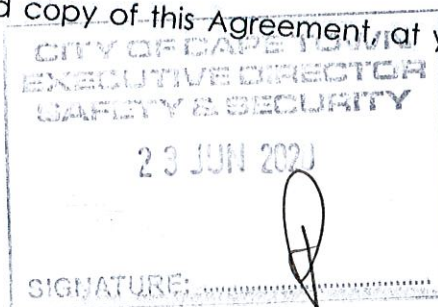
IN RE: LOVE CAPE TOWN CITY FEST

Dear Sir / Madam

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

Yours faithfully

Philliswa Qalazive
Legal adviser



ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 42/11/19

LOVE CAPE TOWN CITY FEST – 2, 9 AND 16 NOVEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event;

- with an amount of R100 000 towards City Services; from the Events Budget; and
- rescinds the previous decision to change the event name.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 42/11/19

DESIGN INDABA –FEBRUARY 2020

It was **RESOLVED** that the no additional funds be allocated to the event due to budget availability and that the committee reviews this event allocation when and application for the outer years is submitted.

ACTION: R BOSMAN; L DESOUZA-ZILWA

EVENTS FOR NOTING

SPEV 42/11/19

**FREE ATHLONE "NANTES" SUMMER FESTIVAL - 6 OCTOBER 2019
ALT DATE: 20 OR 26 OCTOBER 2019**

It **BE NOTED** that the event date postponed 8 December 2019.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 43/11/19

MONWABISI REGGAE LEGENDS 2019 – 21 – 25 NOVEMBER 2019

It **BE NOTED** that the event has been cancelled.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 44/11/19

99'ER CYCLE RACE – 25 JANUARY 2020

It **BE NOTED** that the event date changes to 8 February 2020.

ACTION: R BOSMAN, L DESOUZA-ZILWA

SPEV 17/09/19 SAARTJIE BAARTMAN NETBALL FESTIVAL – 26 OCTOBER 2019
ALT DATE: 02 NOVEMBER 2019

It was **RESOLVED** that the event be **REFERRED** back to obtain input from Netball South Africa, Recreation and Parks as well as Social Development.

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

SPEV 18/09/19 99ER CYCLE RACE - 25 JANUARY 2020

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R50 000 towards City Services, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 19/09/19 SA NAVY - SANDF CRICKET CHAMPIONSHIP (NATIONALS) - 16 –
22 NOVEMBER 2019

It was **RESOLVED** that the event be **REFERRED** to the next meeting.

ACTION: R BOSMAN; L DESOUZA-ZILWA

ARTS AND CULTURE

SPEV 20/09/19 FOOD & WINE FESTIVAL (CAPE TOWN) - 28 - 29 SEPTEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R50 000 towards City Services, from the Events Budget, as well as the waiver of venue costs for Westridge Gardens, subject to availability and that the cost be absorbed by the applicable line department.

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

SPEV 21/09/19 **LOVE CAPE TOWN CITY FEST – 2, 9 AND 16 NOVEMBER 2019**

It was **RESOLVED** that the City **APPROVES** the event by waiver of the venue costs for Westridge Gardens, Mandela Park Stadium and Grand Parade, subject to availability and that the cost be absorbed by the applicable line departments. The above recommendation is subject to the event organiser changing the name of the event as it is trade marked by Cape Town Tourism.

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

Internal Contract Administration Form

Directorate:

Safety & Security - Events

This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance before submission to the ED's office.

Agreement with:

African Enterprise t/a Love
Cape Town City Fest

Reason / Name of Event:

Love Cape Town City Fest

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

Philiswa Qalazive

Unvetted

CITY OF CAPE TOWN
EXECUTIVE DIRECTOR
SAFETY & SECURITY
23 JUN 2020

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

P.P. L. Lix

23 JUN 2020

11. Signed and dated by ED: Safety and Security and Events

12. Two witnesses

13. Each page initialled by all of the above

Name of Manager/ Prof Officer

Yolande Quinton

Signature

Yolande Quinton

Date

2020-06-23