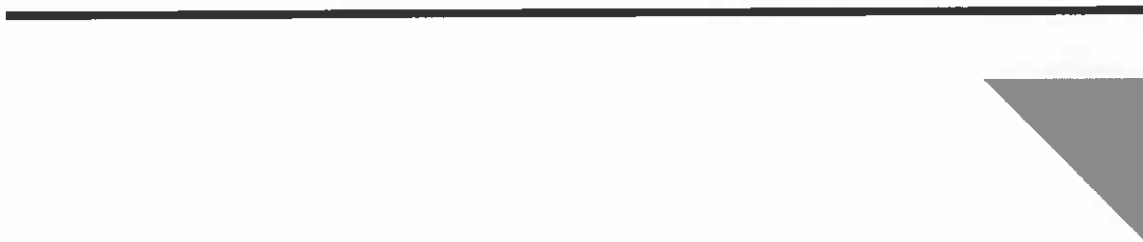


Annexure 11.13



114978

28/06/2017

BITOU MASAKHANE		CREDITOR NO.	
	B002	R	50 000.00
INV NO:			
TOTAL INVOICE AMOUNT		R	50 000.00

[illegible]

Compiled by:
Principle Clerk

Checked by:
Accountant: Expenditure

Signed by:
Signatory A

Countersigned by:
Signatory B



INTERNAL MEMORANDUM MAYOR'S OFFICE

TO: MUNICIPAL MANAGER
SENIOR MANAGER: BUDGET AND TREASURY

FROM: MANAGER: OFFICE OF THE POLITICAL BEARERS.

DATE: 04 APRIL 2017

SUBJECT: GRANT -IN -AID

Background

For over yesteryears Bitou Municipality has been giving financial support to the local NGO's /NPO's local organisations that support development in Bitou in a form of Grant in Aid.

This is Social and Economic uplifting to eradicate poverty and sustain community based initiatives as they contribute to the development and the welfare of our local people.

These organizations played a major role in the upliftment and development in our communities and they deserve to be supported by both government and business.

On our long list, we had 68 Organizations that applied for Grant in Aid.
After the longlist, 38 Organizations were Shortlisted

Our financial implication is R. '305'000

Thank you


DALUXOBENGAME
MANAGER: OFFICE OF THE POLITICAL BEARES

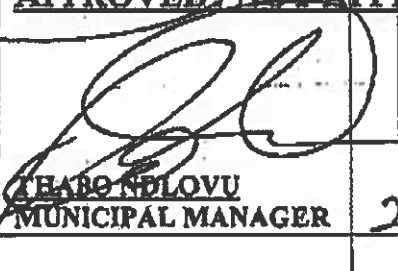
SUPPORTED/NOT SUPPORTED

COMMENTS: BUDGET AND TREASURY OFFICES

Funding available: YES / NO


GERT GROENEWALD
ACTING CHIEF FINANCE OFFICER

APPROVED / NOT APPROVED


THABO NDLOVU
MUNICIPAL MANAGER

24/4/2017

GRANT IN AID 2017

NAMES OF APPLICANTS	AMOUNTS	REQUISITION NUMBERS
SOKHULULWA YOUTH FUTURE	R 190 000.00	# 220433
KWANOKUTHULA COMMUNITY POLICING FORM	R 20 000.00	# 220449
KIDS OF KURLAND SCHOOL PROJECT	R 20 000.00	# 220446
SOUTH AFRICAN GIRLS AND BOYS CENTRE FOR SOCIAL AND ECONOMIC TRANSFORMATION	R 60 000.00	# 220464
EDEN SOCIAL NETWORKS	R 250 000.00	# 220438
LUNCHBOX THEATRE	R 15 000.00	# 220451
BITOU 10 FOUNDATION	R 100 000.00	# 220430
KRANSHOEK ADVICE CENTRE	R 15 000.00	# 220447
ADOPT-A-SWIMMER	R 40 000.00	# 220427
CHILD WELFARE S.A. KRANSHOEK	R 20 000.00	# 220436
NEW BEGINNINGS PLACE OF SAFETY	R 20 000.00	# 220453
BITOU SCHULUMA ORGANISATION	R 20 000.00	# 220434
NEW HORIZONS PENSIONERS CLUB	R 20 000.00	# 220454
BABY EAGLES EDUCARE CENTRE	R 100 000.00	# 220429
MZAMOMHLE ELDERLY COMMUNITY DEVELOPMENT	R 10 000.00	# 220467
GREEN VALLEY ELDERLY AND DISABLED	R 20 000.00	# 220442
BITOU EARLY CHILDHOOD DEVELOPMENT FORUM	R 350 000.00	# 220432
BITOU FOOD GARDEN PROJECT	R 50 000.00	# 220450
PROTEA SERVICE CENTRE	R 20 000.00	# 220459
REESA FRAIL CARE	R 20 000.00	# 220460
KRANSHOEK OLD AGED GROUP	R 15 000.00	# 220448
JOY COMMUNITY DEVELOPMENT	R 20 000.00	# 220443
ERRICAVILLE ELDERLY SUPPORT GROUP	R 20 000.00	# 220440
EDU - PLETT	R 20 000.00	# 220439
BUILDING THE WALLS OF THE COMMUNITY	R 15 000.00	# 220435
CHILD WELFARE S.A. PLETTENBERG BAY	R 20 000.00	# 220437
ALL NATIONS SATISFACTORY CENTRE	R 20 000.00	# 220428
PAWS	R 50 000.00	# 220455
FAMSA PLETT	R 50 000.00	# 220441



DALUXOLO NCANE
MANAGER : OFFICE OF THE EXECUTIVE MAYOR

BITOU MUNICIPALITY

EXPENDITURE MANAGEMENT-CREDITOR'S PAYMENT CONTROL SHEET

GRANT IN AID

DATE: 20 /05/2017

ORDER NUMBER: 380290

C/A: B

1. Has a single quotation been attached for procurement below R2 000? ☒ YES ☐ NO*
 2. Has three quotations been attached for procurements above R2 000 but below R30 000? ☒ YES ☐ NO*
 3. Is the procurement contract of tender related? ☒ YES ☐ NO*
 4. Has the copy of contract/award letter, signed by the Manager: SCM been attached for procurements above R200 000? ☒ YES ☐ NO*
 5. Has the SCM request been attached for procurement and signed by the originator? ☒ YES ☐ NO*
 6. Has the request been approved for procurement and signed by the HOD? ☒ YES ☐ NO*
 7. Has the request been attached for procurement and signed by the Manager: SCM? ☒ YES ☐ NO*
 8. Has the deviation form being attached for procurement and signed by the HOD? ☒ YES ☐ NO*
 9. Has the order been attached for procurement and signed by the Manager: SCM? ☒ YES ☐ NO*
-
10. Has the Creditors Clearance Certificate been attached and signed by Manager: Income? (Only applicable to local -based creditors) ☒ YES ☐ NO**
 11. Has the supplier's latest statement been received and reconciled? ☒ YES ☐ NO**
-
12. Has the original tax invoice been received and approved for payment by the user department? ☒ YES ☐ NO***
 13. Are the VAT registration numbers for both the municipality and creditor reflecting on invoices? (only when the creditor's VAT vendor) ☒ YES ☐ NO***

A. G. S. 1020

CLERICAL CLERK*

U. H. A. L.

MANAGER: EXPENDITURE

23.05.2017

DATE:

[Signature]

SNR CLERK: CREDITORS**

[Signature]

PRINCIPLE CLERK: CREDITORS***

[Signature]

ACCOUNTANT: EXPENDITURE

380292

BITOU HASAKHANE
C55 GOLWENI TOWNSHIP
PLETTENBERG BAY

B0022

19/06/2017

6600

THANDOKAZI SIPHUNGU
Requisition No. 222082

FINANCIAL ASSISTANCE FOR 1 50000.00
NON PROFIT ORGANIZATIONS FROM THE E

50000.00

BITOU MUNICIPALITY
SUPPLY CHAIN MANAGEMENT

2017 -06- 19

Private Bag X1002
Plettenberg Bay 6600
044 501 3000

BITOU MUNICIPALITY
EXPENDITURE RECEIVED

2017 -06- 20

50000.00

SIGN

**BITOU MUNISIPALITEIT
BITOU MUNICIPALITY**

**AUTHORISATION TO ISSUE AN ORDER TO PROCURE GOODS AND/OR SERVICES
THROUGH A QUOTATION/TENDER PROCESS:**

R 0 - R 2,000	Direct purchases - no quotations needed (order to be obtained & invoice to be submitted)	Storeman/Buyer
R 2,001 up to R 10,000	Three written quotations	Chief Financial Officer / Director Finance
R 10,001 up to R 50,000	Three formal written price quotations and: (i) complying with the PPFA; (Specifically req. 16 - TAX Clearance form amounts above R 50,000 - Treasury circular No 29 of 31 January 2006) and; (ii) suppliers to be used on a rotational basis; and (iii) advertised for 7 (seven) days on notice boards and website of council	Deputy Director: Expenditure/SCM
R 50,001 up to R 200,000		Any three (3) from different Department: Dep. MM / CPO / Executive Directors / Directors

Request No.: 222082 Authorization No.: 0 Requisition No.: 12156

Rand value of procurement (Inclusive of VAT): R 50 000.00

Name of Supplier: BITOU MASAKHANE
(Person/Company to whom the bid was awarded)

Department: OFFICE OF THE MAYOR
(Department requesting the procurement of goods and/or services)

Checklist/Compliance:

1. Original Tax Clearance Certificate:	Dated:	00-00-0000			
2. Service Level Agreement dated:					
3. Mayoral/Council Resolution: MC and/or C.	Dated:				
4. Purchase in terms of Tender No:	0				
5. Advertised on Notice Boards & Website:	Date advertised:	00-00-0000			
6. Quotation Register No.:	Date closed:	00-00-0000			
7. Points Scoring Sheet:					
8. Report to National Treasury (Circular 34) on amounts > R 100,000					
9. Quotations obtained from: (List top three / High to Low - Attach copy of Quotation Register where applicable)	Price	Points			
(i) BITOU MASAKHANE	50000.00				
(ii)					
(iii)					
10. Were there any Deviations from the SCM process: (IF YES, GIVE FULL REASON & MOTIVATION)					
11. Data Base Updated by: (All prospective Suppliers for this transaction)					

	<i>Amman M.</i>	19/06/17
	<i>10/10</i>	

* If approved by the Bid Adjudication Committee - Three Standing Members must sign

request Number : 222082 [Initial request]
authorization Ref. : 0
archiving document : 0
contract ID : 0
request Type : Normal SCM process

application Date : 15/06/2017
applicant : TSIPHUNGU THANDOKAZI SIPHUNGU
contact details:- Extension Number 3008
Cellphone Number
Fax Number

captured by : TSIPHUNGU THANDOKAZI SIPHUNGU
authorized by : TWILDEMAN TANYA WILDEMAN

AWAITING AUTHOR:

Required by : 15/07/2017

Preferred supplier 1: Not yet determined
Reason :

Preferred supplier 2: Not yet determined
Reason :

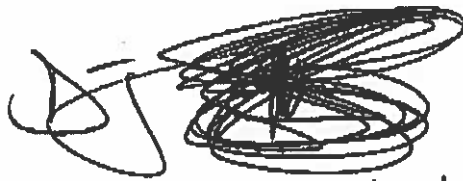
Preferred supplier 3: Not yet determined
Reason :

Delivery Instructions: ASAP

Total reserved value : 50000.00
Provisional SCM process : Q3 R30,001 up to R200,000 three formal written price

PLETT FINANCIAL ASSISTANCE FOR NON PROFIT ORGANIZATIONS
FROM THE EXECUTIVE MAYOR MP LOBESE

SpecificatGRANT - IN - AID Qty.: 1.000
Costcode : 2016 10112705
OFFICE OF THE POL OFF BEARERS : GENERAL EXPENSES : MAYORAL INT



15/06/17.

as recommended by manager
acting HOD 15/6/2017

☒ Private Bag X1002, Plettenberg Bay 6600; ☒ (044) 501-3008 - Mr D Ncane

APPLICATION FOR GRANT-IN-AID

(PLEASE READ AND COMPLY WITH CONDITIONS ON PAGE 6)

1. NAME OF YOUR ORGANISATION

Bitou Masakhane (CAR GUARDS)

2. CLASSIFICATION / SECTOR OF YOUR ORGANISATION (e.g. Welfare, Educational Institution, Arts and Culture, Sporting Body, School for Handicapped/Special School, Pre-School/ Educare etc.)

3. WELFARE / NPO REGISTRATION NUMBER (Attach copy of proof of registration.)

4. STREET ADDRESS

11144 Basisgip

Plettenbergbay

6600

5. POSTAL ADDRESS

SAME AS ABOVE

6. E-MAIL:

7. WARD NO: 3 8. ERF NO /AREA:

9. TELEPHONE: [REDACTED] 10. FAX:

11. OBJECTIVES OF YOUR ORGANISATION

To Fight crime through car and neighbourhood watch projects
 To Patrol streets and communities to Promote Peace
 To give People especially youth to take responsibility
 in order to have a crime free community

12. BRIEFLY EXPLAIN YOUR ORGANISATION'S INFRASTRUCTURE/ OPERATIONAL STRATEGIES TO ACHIEVE ITS OBJECTIVES

We will work together as a team and Plan together.
 We will make neighbourhood watches.
 We will work together with the existing community
 structures.

13. HOW DO THE ACTIVITIES OF YOUR ORGANISATION BENEFIT THE INHABITANTS OF THE BITOU LOCAL MUNICIPAL AREA? LIST / BRIEFLY DESCRIBE YOUR ORGANISATION'S ACHIEVEMENTS/SUCCESSES OVER THE PAST TWO YEARS

The Bitou Community crime rate will decrease.
 The youth will be responsible.

14. IS YOUR ORGANISATION AFFILIATED TO ANY OTHER MAJOR ASSOCIATION UNDER ITS CATEGORY (i.e. Local, Provincial, or National Mother Bodies) AND IF YES, PLEASE NAME THE AFFILIATED ORGANISATION

N/A

15. CONTACT PERSON(S) AND TELEPHONE NUMBER(S)

N/A

16. DOES YOUR ORGANISATION ACCEPT MEMBERS FROM ALL DIFFERENT RACIAL GROUPS AND IF YES, GIVE A DEMOGRAPHIC BREAKDOWN OF YOUR CURRENT MEMBERSHIP (e.g. 50 White, 50 Coloured, 11 Black and 10 Asians) (also number of males / females)

23 Black People

10 Males

13 Females

17. NUMBER OF REGISTERED MEMBERS: 23..... MEMBERSHIP FEE:

18. NAME THE AUDIT FIRM / REGISTERED ACCOUNTANT/AUDITOR OR PERSON THAT AUDITS THE FINANCIAL RECORDS OF YOUR ORGANISATION

N/A

19. WHAT ARE YOUR ORGANISATION'S MAJOR SOURCES OF FINANCE AND FUNDING STRATEGIES?

N/A

20. WHAT IS YOUR ORGANISATION'S BANK DETAILS? (Also attach a copy of your organisation's latest detailed bank statement & bank account confirmation letter)

Account Name: Bank:
Branch: Branch Code:
Account Number: Type of account:

21. AMOUNT OF ASSISTANCE REQUIRED (specify): R. 150 000.....

22. PURPOSE FOR WHICH GRANT WILL BE UTILISED (Please prioritize and provide a breakdown of amount requested / please attach detailed project/process plan):

- We will buy working equipment

- Warm and safety uniforms for winter

23. AMOUNT OF ASSISTANCE RECEIVED BY YOUR ORGANISATION FROM THE MUNICIPALITY IN THE PAST:

N/A

24. GIVE A BREAKDOWN ON HOW PREVIOUS GRANT WAS UTILISED (Attach explanatory report and all documents relating to the utilisation of the funds)

N/A

25. SUPPLY MUNICIPAL ACCOUNT NUMBER/S OF YOUR ORGANISATION (please attach copies of municipal accounts)

Municipal Rates Account No.: N/A

Other Municipal Account No.: N/A

26. DOES YOUR ORGANISATION HAVE ANY ARREAR MUNICIPAL ACCOUNT/S? (Mark with an X where applicable)

YES / NO

28. HAVE ARRANGEMENTS BEEN MADE WITH THE TREASURER'S DEPARTMENT ON HOW TO SETTLE THE ARREAR ACCOUNT/S? (Mark with an X where applicable)

YES / NO

29. IF YES, PLEASE ATTACH SIGNED COPIES OF ARRANGEMENTS MADE WITH THE TREASURER'S DEPARTMENT; AND

30. IF NO, WHAT ARE THE REASONS OR PROBLEMS RESULTING IN THE FAILURE TO MAKE ARRANGEMENTS?

N/A

NB: PLEASE NOTE -

1. ALL Sections must be completed.
2. Incomplete and inaccurate application forms (or forms submitted without the required supporting documents) will be disqualified and will NOT be processed any further for consideration by the Council.
3. If it is found that wrong / false information has been supplied in the past in order to qualify for a grant, **the funds allocated to that applicant will be recovered by means of legal action.**

DECLARATION STATEMENT

In my capacity as Chairperson of the organisation,
Mbambeteli Khephe
 ID No [REDACTED] declare that the information rendered in this
 application form is correct, in every respect.

SIGNATURE: Mbambeteli Khephe

DATE:

☐ FOR OFFICE USE ONLY

APPLICATION COMPLETED ACCURATELY YES / NO

ALL NECESSARY DOCUMENTS ATTACHED YES / NO

APPLICATION RECEIVED ON OR BEFORE DUE DATE YES / NO

Financial Year

PLEASE READ AND COMPLY WITH CONDITIONS ON

PAGE 6

GENERAL CONDITIONS AND REQUIREMENTS APPLICABLE TO GRANTS-IN-AID

1. The closing date for applications for Grants-in-Aid is **30 December 2016**. Any grants made by the Council will be payable as from the month of February which follows such closing date.
2. Grants are made for one year only. Organisations that require further financial aid should therefore apply afresh each year. Any amount to be awarded is at the discretion of Council.
3. Applications for grants will **ONLY BE CONSIDERED** if made on the prescribed application form AND ONLY if such application is accompanied by the following documents:-
 - (i) a copy of the Organisation's constitution (only new applications, unless amended since previous submission)
 - (ii) the latest audited financial statements (if latest year not reflected, statements for previous year should be submitted);
 - (iii) should the applicant be unable to provide financial statements as per (ii) above, a detailed **BUSINESS PLAN** must be submitted (Note: Applicable to newly established organisations/groups/clubs only);
 - (iv) proof of registration as a Non-Profit Organisation (NPO);
 - (v) Tax Clearance or Tax Exemption Certificate – to be obtained from SA Revenue Service (SARS);
 - (vi) the latest annual report;
 - (vii) a copy of the applicant's latest detailed bank statement; and
 - (viii) a copy of the latest municipal account(where applicable).
4. No application will be considered unless the constitution contains a **dissolution clause** to the effect that in the event of dissolution of the organisation, any assets remaining shall be handed over to an organisation or society with similar objectives.
5. All applicants who have previously obtained assistance must report on how the grant was utilised.
6. The completed application form, together with all the required documentation as per paragraph 3 above, must be forwarded to:-

**Manager: Office of the Executive Mayor
Private Bag X1002
Plettenberg Bay
6600**

Attention: Mr. D Ncane

Tel: 044 – 501 3008

E-mail: DNcane@plet.gov.za

7. All decisions of the Council are final and no further correspondence in respect of the outcome of an application will be entertained.

CONSTITUTION

Of

Bitou Masakhane

Project

MODEL CONSTITUTION

Table of Contents	3
1. NAME	3
2. BODY CORPORATE.....	3
3. OBJECTIVES	3
4. GOVERNING STRUCTURE AND MECHANISM OF GOVERNANCE	3
5. POWERS OF THE ORGANISATION	4
6. MEETINGS	4
6.1 Annual General Meetings (AGM)	4
6.2 Special General Meetings	5
6.3 Ordinary Meetings.....	5
6.4 Notices of Meetings	6
6.5 Quorums	6
6.6 Procedures at Meetings.....	7
6.7 Making decisions in meetings	7
6.8 Records of meetings	7
7. INCOME AND PROPERTY	7
8. FINANCES AND REPORTS.....	8
9. AMENDMENTS TO THE CONSTITUTION.....	8
10. DISSOLUTION/CLOSING DOWN	9

1. NAME

1.1 The organisation hereby constituted will be called Bitou Masakhane Project

1.2 Its shortened name will be BM Project (Hereinafter referred to as the organisation).

2. BODY CORPORATE

The organisation shall:

- Exist in its own right, separately from its members.
- Continue to exist even when its membership changes and there are different office bearers.
- Be able to own property and other possessions.
- Be able to sue and be sued in its own name.

3. OBJECTIVES

- To fight crime through car and neighbourhood watch projects
- To patrol streets and communities to promote peace
- To give people especially youth to take responsibility in order to have a crime free community.

4. GOVERNING STRUCTURE AND MECHANISM OF GOVERNANCE

4.1 The Office Bearers will oversee the organisation. The Office Bearers will be made up of 4 members. They are the Board of governance of the organisation.

4.2 **Term of office:** Office bearers will serve for a period of 1 year which has been agreed to by the general membership at an AGM, and which shall not be exceeding three years. They can, however, stand for re-election for another term in office again and again after that, for so long as their services are needed and they are ready to give their services.

4.3 **Vacancies:** The Office Bearers must, as soon as reasonably possible, appoint someone to fill any vacancy that reduced the number of Office Bearers.

4.4 **Resignation:** An Office Bearer may resign from office in writing.

4.5 **Disqualification or Removal** If an Office Bearer does not attend three meetings in a row, without having applied for and obtaining leave of absence from the Board, then the Board will find a new member to take that person's place.

5. POWERS OF THE ORGANISATION

5.1 The Board shall carry out the powers on behalf of the organisation and they shall manage the affairs of the organisation in accordance with the resolutions of the members as shall be taken from time to time at General Meetings of the organisation.

5. POWERS OF THE ORGANISATION

- 5.1** The Board shall carry out the powers on behalf of the organisation and they shall manage the affairs of the organisation in accordance with the resolutions of the members as shall be taken from time to time at General Meetings of the organisation.
- 5.2** The Board is responsible for making decisions, and acting on such decisions, which it believes it needs to make in order to achieve the objectives of the organisation as stated in point number 2 of this constitution. However, such decisions and their activities may not be against the resolutions of the members or be against the law of the Republic of South Africa.
- 5.3** The Board shall have the general powers and authority to:-
- 5.3.1 raise funds or to invite and receive contributions.
 - 5.3.2 buy, hire or exchange for any property that it needs to achieve its objectives.
 - 5.3.3 make by-laws for proper governance and management of the organisation.
 - 5.3.4 form sub-committees as and when it is necessary for proper functioning of the organisation
- 5.4** If the Board thinks it is necessary, then it can decide to set up one or more sub-committees. It may decide to do this to get some work done quickly. Or it may want a sub-committee to do an inquiry, for example
- 5.5** The Board may delegate any of its powers or functions to a sub-committee provided that:-
- 5.5.1 such delegation and conditions are reflected in the minutes for a meeting
 - 5.5.2 at least one Office Bearer serves in the sub-committee.
 - 5.5.3 there are three or more people on a sub-committee.
 - 5.5.4 the sub-committee must regularly report back to the Board on its activities.
- 5.6** The Board must in advance approve all expenditure incurred by the subcommittee, and may revoke the delegation or amend the conditions of the delegation.

6. MEETINGS

6.1 Annual General Meetings (AGM)

6.1.1 Stakeholders of the organisation must attend its annual general meetings.

6.1.2 The purpose of an Annual General Meeting (AGM) is to:

- Report back to stakeholders from the Office Bearers on the achievements and work of over the year.
- Make any changes to the constitution.
- Enable members to decide on the policies of the organisation.

6.1.2 The annual general meeting must be held once every year, towards the end of the organisation's financial year.

6.1.3 The organisation should deal with the following business, amongst others, at its annual general meeting:

- Agree to the items to be discussed on the agenda.
- Write down who is there and who has sent apologies because they cannot attend.
- Read and confirm the previous meeting's minutes with matters arising.
- Chairperson's report.
- Treasurer's report.
- Changes to the constitution that members may want to make.
- Elect new office bearers.
- General.
- Close the meeting.

6.2 Special General Meetings

6.2.1 The Special General Meeting (SGM) or any other special meeting is held outside of the normal or regular meetings.

6.2.2 Special or extraordinary meetings can take the shape of an Annual General Meeting (AGM) or any ordinary meeting of members.

6.2.3 The Board or not less than one-third of the members may call a Special General Meeting of the organisation.

6.2.4 Special meetings may be called when the Board needs the mandate or guidance of the general members of the organisation to take up issues that require urgent attention and cannot wait until the next regular AGM or ordinary meeting.

6.3 Ordinary Meetings

6.3.1 Ordinary members meetings are conducted to complete a standard order of business of the organisation. These are held once a quarter and are attended by the board.

6.3.2 The meetings of the Board will be held at least once a quarter or when a need arises from time to time to conduct the business of the Board.

6.4 Notices of Meetings

6.4.1 The Chairperson of the Board shall convene meetings. The Secretary must let all Board members know the date of the proposed meeting within a reasonable time, but not less than seven (7) days, before it is due to take place.

6.4.2 However, when convening an AGM, or a Special General Meeting, all members of the organisation must be informed of the meeting no less than fourteen (14) days before such a meeting.

6.4.3 Notices for all meetings provided for in this constitution must be given to relevant members in writing, either personally, by post or electronic communication or whichever manner it is convenient, to the address or other similar particulars provided by the members.

6.4.4 The notices for all meetings must indicate the reasons for the meeting and the matters that will be discussed in the meeting.

6.4.5 For confirmation of delivery, all notices sent to members at the latest known contact details shall be deemed to have been duly served on members, unless it can be proven otherwise.

6.4.6 All members present in person at any meeting shall be deemed to have received notice of such meeting.

6.5 Quorums

6.4.7 Quorums for all meetings of the organisation shall be a simple majority (50% + 1) of relevant members who are expected to attend

6.4.8 However, for the purpose of considering changes to this constitution, or the dissolution of the organisation, then a two thirds ($\frac{2}{3}$) of the members shall be present at a meeting to make a quorum before a decision to change the constitution is taken.

6.4.9 All meetings of the organisation must reach a quorum before they can start.

6.4.10 If, however a quorum is not present within fifteen minutes of the appointed time of the meeting, the meeting must be adjourned or postponed to another date, within fourteen days thereafter.

6.4.11 If no quorum is present at the reconvened meeting within fifteen minutes of the appointed time, the members present shall be regarded to make up a quorum for that meeting and the meeting will continue as if a quorum is present.

6.6 Procedures at Meetings

6.4.12 The Board may regulate its meetings and proceedings as it deems fit, subject to the following:

- That the Chairperson shall chair all meetings of the organisation, including that of the Board.
- That, if the Chairperson is not present, the Vice-Chairperson shall chair such meeting. In the event both are absent, the Board members present at the meeting shall elect a chairperson for that meeting.

6.7 Making decisions in meetings

6.4.13 Where possible, the decisions of the organisations shall be taken by consensus. However, when there is no consensus, then members will discuss options for a while and then call for a vote.

6.4.14 All votes shall be counted and the majority votes on an issues shall be regarded as the decision of the meeting

6.4.15 However, if opposing votes are equal on an issue, then the chairperson in that meeting has either a second or a deciding vote.

6.4.16 All members must abide by the majority decision

6.4.17 Decisions concerning changes to this constitution, or of dissolution and closing down of the organisation, shall only be dealt with in terms of clauses 9 and 10 of this constitution.

6.8 Records of meetings

6.4.18 Proper minutes and attendance records must be kept for all meetings of the organisation.

6.4.19 The minutes shall be confirmed as a true record of proceedings by the next meeting of the Board, or of general members as the case may be, and shall thereafter be signed by the chairperson.

6.4.20 Minutes shall thereafter be kept safely and always be on hand for members to consult.

7. INCOME AND PROPERTY

7.1 The organisation will keep a record of everything it owns.

7.2 The organisation may not give any of its money or property to its members or the Board. The only time it can do this is when it pays for work that an Office Bearers or member has done for the organisation. The payment must be a reasonable amount for the work that has been done.

7.3 The Board or a member of the organisation can only get money back from the organisation for expenses that she or he has paid for or on behalf of the organisation, and for which authorisation has been granted.

7.4 The Board or members of the organisation do not have rights over things that belong to the organisation.

8. FINANCES AND REPORTS

8.1 **Bank Account:** The Board must open a bank account in the name of the organisation with a registered Bank.

8.2 **Signing:** Cheques and other documents requiring signature on behalf of the organisation shall be signed by at least two persons authorised by the Board. Whenever funds are taken out of the bank account, the chairperson and at least two other members of the organisation must sign the withdrawal or cheque.

8.3 **Financial year-end:** The financial year end of the Organisation shall be end of December each year.

8.4 **Financial Report:** The Board must ensure that proper records and books of account which reflect the affairs of the organisation are kept, and within six months of its financial year a report is compiled by an independent registered Accounting Officer stating whether or not the financial statements of the organisation are consistent with its accounting policies and practices of the organisation.

8.5 The Treasurer is responsible for making sure that the money of the organisation is safe and is accounted for

8.6 The Treasurer must also make regular reports to the Board on the finances of the organisation, which should include all incomes, expenditures and balances that remain according to accounting practices of the organisation.

8.7 If the organisation has funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, or as shall be amended. Or the organisation can get securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985 (as amended). The organisation can go to different banks to seek advice on the best way to look after its funds.

9. AMENDMENTS TO THE CONSTITUTION

9.1 The constitution can only be changed by a resolution. The resolution has to be agreed upon and passed by not less than two thirds (2/3) (or at least 67%) of the members who are at the annual general meeting or special general meeting. Members must vote at this meeting to change the constitution.

9.2 For the purpose of considering changes to this constitution, a two thirds (2/3) of the members shall be present at a meeting to make a quorum before a decision to change the constitution is taken. Any annual general meeting may vote upon such a motion, if the details of the changes are set out in the notice referred to in clause 6 of this constitution

9.3 As provided for in clause 6, written notices must go out not less than fourteen (14) days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.

9.4 No amendments may be made which would cause the organisation to close down or stop to function or die away.

10. DISSOLUTION/CLOSING DOWN

10.1 The organisation may dissolve or close down if at least two thirds (2/3) of the members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down.

10.2 When the organisation closes down it has to pay off all its debts. After doing this, if there is property or money left over it should not be paid or given to members of the organisation. It should be given in some way to another nonprofit organisation that has similar objectives. The organisation's general meeting can decide what organisation this should be.

This constitution was approved and accepted by members of
Blitou Masakhane Project

At a special (general) meeting held on 05 December 2016

Day/Month/Year

Mbambeleni Thephe

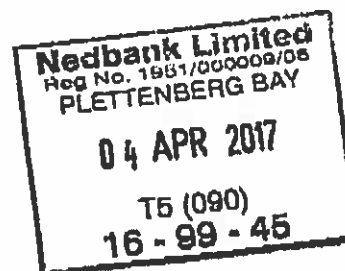
Chairperson

[Signature]

Secretary



135 Rivonia Road, Sandown, 2196,
 PO Box 1144, Johannesburg, 2000, South Africa
 Bank Vat Reg No: 4320116074
 Lost Cards 0800 110 929
 Customer Care Centre 0860 555 111
 www.nedbank.co.za



To ***BITOU MASAKHANE PROJECT NPO**
C65 QOLWENI TOWNSHIP
PLETTENBERG BAY

Account Number	08600	Date	2017/04/04	Time	11:52:01		
Statement Number	2						
Date	Description	Charge	Debit	Credit	Balance	Branch	
26 Feb 2017	BROUGHT FORWARD BALANCE				138.57		
7 Mar 2017	Paper Statement		-15.00		123.57	0357	
26 Mar 2017	VAT 24/02-27/03 = R8.38			0.00	123.57	0090	
26 Mar 2017	MAINTENANCE FEE		-48.00		77.57	0090	
26 Mar 2017	eNote Service Fee-06MS		-12.00		65.57	0357	
	CARRIED FORWARD BALANCE				65.57		

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Nedbank Limited Reg No 1951/000008/08, VAT Reg No 4320116074, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.
 Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) DKT Adomakoh* TA Boardman BA Dames ID Gladman*
 JB Hemphill EM Kruger RAG Leith PM Makwana Dr MA Matsoane NP Mnxasane RK Morathi (Chief Financial Officer) JK Ntshenzhe
 MC Nkulu (Chief Operating Officer) S Supramoney MI Wyman* (*British) (**Ghanaian)
 Company Secretary: TSB Jali 13.10.2016

We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services. We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP18).

Account Number

1142057048

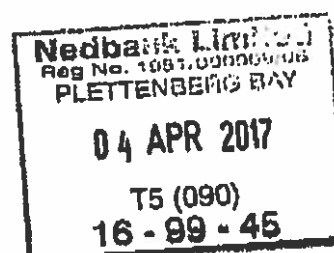
Copy of Statement Number

3

Account Holder Name

*BITOU MASAKHANE PROJECT NPO

Date	Description	Charge	Debit	Credit	Balance	Branch
31 Mar 2017	BROUGHT FORWARD BALANCE				65.57	
	CARRIED FORWARD BALANCE				65.57	



NPO Details: Bitou Masakhane.

Registered

Registration No.: 186-301 NPO
 Law, Advocacy, and Politics > Law and Legal Services > Crime prevention and public safety
 Not for Profit Companies
 Registered on 28/02/2017

Whistle Blow!

Are you aware of a problem at this Organisation? If so report the problem and help make the NPO sector a more effective one!

Your Name optional

Your Email optional

Problem you would like to report Required

Confirm that you are human Required



Type the text

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social development

Department of Social Development
 REPUBLIC OF SOUTH AFRICA

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**AN AGREEMENT IN TERMS OF THE MUNICIPAL
FINANCE MANAGEMENT ACT, 2003
(ACT 56 OF 2003)**

Made and entered into between:

BITOU LOCAL MUNICIPALITY

and

BITOU MASAKHANE

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1. PARTIES

The parties to this Agreement are :-

- 1.1 The BITOU MASAKHANE herein represented by Mbambeli Khephe in her capacity as Chairperson of the BITOU MASAKHANE and
- 1.2 The BITOU LOCAL MUNICIPALITY (hereinafter referred to as 'the Municipality' herein represented by Mr Thabo Collin Ndlovu in his capacity as the Municipal Manager.

2. DEFINITIONS

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

- 2.1 "Board" means the governing body of the BITOU MASAKHANE;
- 2.2 "Notice" means a written notice;
- 2.3 "Parties" means the parties to this Agreement identified in clause 1;
- 2.4 "the Act" means the *Municipal Finance Management Act, 2003 (Act No 56 of 2003)*;
- 2.5 "the Municipality" means the BITOU LOCAL MUNICIPALITY;
- 2.6 "the Municipality's fiscal year" means the financial year of the Municipality commencing on 1 July and ending on 30 June of a given year;
- 2.7 "this Agreement" means this Agreement, together with the Annexures hereto;
- 2.8 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended or re-enacted from time to time;
- 2.9 Words importing the singular shall include the plural, and *vice versa*. Words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons and *vice versa*;
- 2.10 If any provision in the definition clause is a substantive provision that such provision was a substantive provision in the body of the Agreement;
- 2.11 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

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3. PREAMBLE

- 3.1 The BITOU MASAKHANE has been accepted for purposes of this agreement by the Municipality as the organization to fulfil the Municipality's purpose, functions and objectives in terms of its adopted Grants-In-Aid Policy and the Municipality has undertaken to make financial contributions to the BITOU MASAKHANE for the period 15 April 2017 until 30 June 2017, the current financial year.
- 3.2 The Municipality measures BITOU MASAKHANE output on the basis of the targets and programmes that the Municipality has agreed thereto, see "Annexure A".

4. GUIDING PRINCIPLES

- 4.1 In terms of Section 65 of the Act, the Municipality is obliged to maintain an effective system of expenditure control, including procedures for the approval authorization, withdrawal and payment of funds.
- 4.2 Before transferring funds the Municipality to an organization or body outside any sphere of government, the Municipality is obliged in terms of Section 67(1),(a),(b) and (c) to satisfy itself that the organization 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.
- 4.3 The Parties hereby commit to fulfilling the applicable objects of the Act with regard to the payment stipulated in clause 5 of this Agreement.
- 4.4 To comply with the legislative requirements, the Municipality and BITOU MASAKHANE have agreed to the following terms and conditions, as recorded herein.

5. TRANSFER PAYMENT FOR THE 2016/2017 FISCAL YEAR

- 5.1 The Municipality shall transfer a payment of R 50 000.00 (Fifty Thousand Rand), in respect of the period 15 April 2017 to 30 June 2016.
- 5.2 The transfer payment is hereby acknowledged by the BITOU MASAKHANE as a once off payment of R 50 000.00 (Fifty Thousand Rand) for the applicable Municipal fiscal year.
- 5.3 The transfer payment shall be utilized for items listed in Annexure "A".

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on 15 April 2017 (notwithstanding the date on which it is signed), in order to coincide with the Municipality's fiscal year and will expire on 30 June 2017.

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7. OBLIGATIONS OF THE BITOU MASAKHANE

- 7.1 It is recorded that the BITOU MASAKHANE hereby confirms that it implements effective, efficient and transparent financial management and internal control systems to ensure that funding is utilized in accordance with Clause 4 above.
- 7.2 The BITOU MASAKHANE shall deposit the transferred funds into an interest bearing account until it can be utilized.
- 7.3 The interest accrued from the account shall only be utilized the purposes set in Annexure "A".
- 7.4 Expenditure vouchers, including cashed cheques reference numbers, shall be retained for audit purposes.
- 7.5 BITOU MASAKHANE shall furnish the Municipality with a recent financial statement, prepared by a registered Accountant and at the end of each fiscal year.
- 7.6 BITOU MASAKHANE shall furnish the Municipality with a recent financial statement, prepared by a registered Account and at the end of each month during the fiscal year.
- 7.7 BITOU MASAKHANE shall submit monthly reports reflecting expenditure to the Director: Strategic Services of the Municipality, within 15 business days of the end of each and every calendar month.
- 7.8 An audited financial statement indicating total allocation, total expenditure and total interest generated shall be submitted to the Municipality at the end of the contract.
- 7.9 Surplus funds and interest accrued from the transfer payment shall be paid back to the Municipality at the end of BITOU MASAKHANE financial year.
- 7.10 A comprehensive report shall be submitted by the BITOU MASAKHANE Chairperson, or the Chief Executive Officer or any other most senior member of Management to the Municipality, at the end of the contract pertaining to the transfer payment referring to the following:
 - 7.10.1 the extent to which BITOU MASAKHANE achieved the objectives for which this transfer payment has been granted, and
 - 7.10.2 the performance information regarding the economical and effective utilization of the transfer payment.
- 7.11 The Municipality may, in its discretion periodically scrutinize the book and records of BITOU MASAKHANE in relation to the activities funded by this transfer payment and the progress of the activities in order to establish whether the funds are administered in an accountable and responsible manner, If it is

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found that the BITOU MASAKHANE is guilty of unlawful conduct or negligence, the BITOU MASAKHANEX shall forfeit its right to benefit from the transfer payment. If such a situation arises, the Municipality shall request the BITOU MASAKHANE to close the interest bearing account, return the balance of funding, including the balance of interest accrued after recovery of bank charges, the Municipality, and the BITOU MASAKHANE shall comply with such request within 20 (twenty) working days.

8. OBLIGATIONS OF THE MUNICIPALITY

- 8.1 the Municipality undertakes to transfer to the BITOU MASAKHANE the payment as reflected in clause 5 hereof subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement
- 8.2 The Municipality shall monitor and evaluate the BITOU MASAKHANE performance under this agreement.

9. MONITORING AND EVALUATION

- 9.1 The monthly reports and other prescribed reporting as outlined in clause 7 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 10.1 must be submitted to the Head: Strategic Services of the Municipality.

10. FINANCES AND ACCOUNTING RECORDS

- 10.1 Appropriate accounting records in compliance with generally accepted accounting practices shall be maintained by the BITOU MASAKHANE to record the utilization of the funds.
- 10.2 At the Municipality's written request, the BITOU MASAKHANE shall allow the municipality or its representative or the Auditor-General to inspect and copy any document, record book of account or bank statement relating to the utilization of these funds.
- 10.3 The BITOU MASAKHANE shall co-operate fully with any financial audit procedure of the Municipality or its representative or the Auditor-General and shall furnish any document, record, book or account or bank statement or written request.

11. FORCE MAJEURE

- 11.1 Neither Party shall be responsible to the other for failure to perform any of its obligations under this Agreement, if such non-performance is caused by acts of

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God, rained out venues, riots, civil insurrection, acts of public enem, accidents, acts of civil or military authority, floods, earthquakes or winds, or similar situations beyond the reasonable control of tile Party concerned.

- 11.2 The party incapable of performing shall exercise due diligence to shorten the duration of and/or avoid the cause of the inability to perform.

12. DISPUTE RESOLUTION

- 12.1 The parties shall 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 All issues, which arise between the parties to this Agreement, shall be resolved amicably through consultation and negotiations.
- 12.3 In the event where an issue remains unresolved, any of the parties may upon notice to the other, declare a dispute and refer the dispute to a single arbitrator in accordance and subject to the provisions of the Arbitration Act 1965 (Act 42 of 1965), or any re-enactment or amendment thereto.

13. DOMICILIUM CITAND ET EXECUTANDI

The parties hereby choose their *domicilium citandi et execututandi* for the purpose of this Agreement, the following addresses:

- 13.1 The Municipality:
- | | |
|----------------------------|--|
| Physical address: | 1 Sewell Street, Plettenberg Bay, 6600 |
| Postal Address: | Private Bag X1002, Plettenberg Bay, 6600 |
| Telefax Number: | 044 5333 485 |
| Telephone number: | 044 501 3000 |
| Email Address: | admin-bitou@plett.gov.za |
| Nominated Representatives: | David Friedman, Acting Munoipal Manager |

13.2 BITOU MASAKHANE:

Physical address: 11144 Bosssiesgif Plettenberg Bay
Postal Address: same as above
Telefax Number:
Telephone number: 
Email Address:
Nominated Representative: Mbambeleli Khephe

- 13.3 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.

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14. INDEMNITY

- 14.1 The Municipality indemnifies the BITOU MASAKHANE against any claims which may arise as a result of the Municipality's non-compliance with any provision of this Agreement or any negligent act or omission by the Municipality, its employees or representatives.
- 14.2 BITOU MASAKHANE indemnifies the Municipality against any claims which may arise as a result of BITOU MASAKHANE non-compliance with any provision of this Agreement or any negligent act or omission by the BITOU MASAKHANE or its employees or representatives.

15. BREACH, CANCELLATION AND TERMINATION

- 15.1 Should any party ("the defaulting party") commit a breach of any provision of this Agreement, including but not limited to the postponement or cancellation of the Event, and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement remedial action acceptable to the other party, within 30 days of receiving a written notice from the other party ("the aggrieved party") requiring the defaulting party to do so, the aggrieved party shall be entitled, in addition to its other remedies in law or in terms of this agreement, to cancel this agreement forthwith and without prejudice to its rights to claim damages, provided that if the defaulting party commits two or more breaches of any material provision of this agreement in any six month period of this agreement the aggrieved party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement forthwith by notice in writing to the defaulting party.
- 15.2 Notwithstanding anything to the contrary contained herein the Municipality shall be entitled to cancel this Agreement immediately if the other party: -
- 15.2.1 fails to make and implement the necessary plans to ensure that all funds obtained are expended for the intended purposes by the last day of the Municipality's financial year end; or
- 15.2.2 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
- 15.2.3 commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time; or
- 15.2.4 fails to justify a judgement in excess of the amount of unutilized funds entered against itself within 21 days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the reasonable satisfaction of the Municipality that steps have been initiated

B-S Tan

within the 21 days to appeal, review or rescind a judgement and to procure suspension of execution of the of the judgement and that such steps are being expeditiously pursued, the period of 21 days shall run from the date on which the judgement becomes final or the date on which the attempt to procure the suspension of the execution fails.

- 15.2.5 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. 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 terms, representation, warranty, promise of the like not recorded herein
- 16.3 No relation, indulgence or act of leniency which one party may show the other will in any way prejudice the party or be deemed to be 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 or any obligation with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.

18. INTELLECTUAL PROPERTY

- 18.1 All Intellectual Property rights of whatsoever nature belonging to the Municipality, including, without limitation, the Municipality's logo, emblem or any other form of corporate identity, shall remain vested at all times in the Municipality.

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18.2 BITOU MASAKHANE shall not, under any circumstances whatsoever reproduce, copy or use the Municipality's corporate identity or permit the use of Municipality's Intellectual Property by any third party, except as otherwise provided for herein and without the Municipality's prior written consent.

18.3 The BITOU MASAKHANE (including its representatives, agents and employees) will not at any time, or in any manner lower the dignity, standing and reputation of the Municipality or in any way prejudice any of the Municipality's Intellectual Property rights, including its corporate identity, emblem or logo.

18.4 Insofar as the BITOU MASAKHANE is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the BITOU MASAKHANE in the course of discharging its obligations under this Agreement, it hereby grants the Municipality the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

19. CONFIDENTIALITY

19.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. Neither party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

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

19.3 The VOLUNTARY ASSOCIATION shall not any time during the terms of this Agreement, release any statement to the press, or make any other

B.s Tan

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 Municipality. The Municipality will appoint a designated person to ensure all communications and press releases are approved by the Municipality within a period of 48 hours, or such reasonable period, after receiving them from the BITOU MASAKHANE.

20. LIMITATION OF LIABILITY

20.1 The Municipality shall not be liable to the BITOU MASAKHANE for any indirect or consequential loss, 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 Municipality's maximum liability shall be limited, whether for a single or multiple events, to the extent of the amount for the funds transferred 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 The BITOU MASAKHANE has no authority or right to bind the Municipality to any third party and it shall be personally liable for any act purporting to so to bind the Municipality.

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 party 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.

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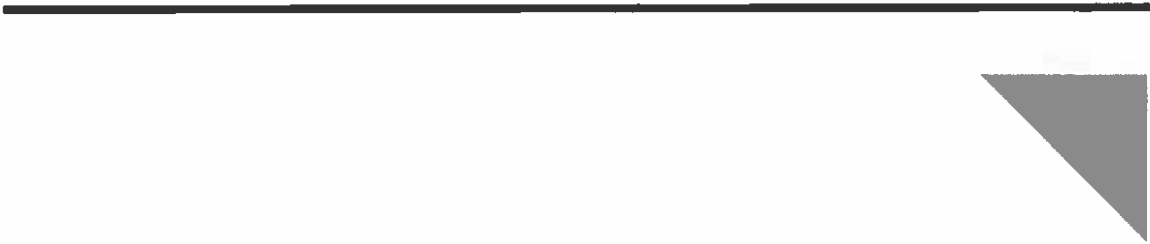
(Duly Authorized Representative)

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Annexure 11.14





Notice: Trying to get property of non-object in `wcdlg_taxonomy_get_terms()` (line 362 of `/var/www/html/sites/all/themes/wcdlg/template.php`).

News

< Back to news (<http://www.bitou.gov.za/news>)

17 November 2016

GRANTS-IN-AID: CALL FOR PROPOSALS

Municipal Notice No: 293/2016

Organisations and/or bodies who qualify for financial assistance in terms of the criteria and prescriptions contained in Bitou Municipality's Grants-In-Aid Policy, are hereby invited to submit proposals for programs they endeavour to undertake during calendar year 2017.

Only applications submitted on the prescribed application form and accompanied by all the required information, documentation, financial statements, covering letter, etc. and received by the Office of the Mayor by Friday, 13:00 on 30 December 2016 shall be considered.

Copies of the said policy and application form are available at the various Municipal offices during office hours as well as on the Bitou Municipality website: www.bitou.gov.za
([http://zapl1bitfps01/users\\$/hswartz/Users/hswartz/Documents/My%20Documents/Ward%20Committees/Notice/www.bitou.gov.za](http://zapl1bitfps01/users$/hswartz/Users/hswartz/Documents/My%20Documents/Ward%20Committees/Notice/www.bitou.gov.za).)

Please direct any queries to Mr. Howard Swartz Tel: 044 501 3006.

Bitou Municipality reserves the right not to make any award and will make no award to organisations that have received funds in the previous book year but have not submitted a final report on its previous expenditure.

D Friedman

Acting Municipal Manager

Municipal Notice No: 293/2016

To View the GRANTS-IN-AID: CALL FOR PROPOSALS (<http://www.bitou.gov.za/grants-aid-call-proposals-1>) Application Form

Annexure 11.15



INTERNAL MEMORANDUM MAYOR'S OFFICE

TO: MUNICIPAL MANAGER
SENIOR MANAGER: BUDGET AND TREASURY

FROM: MANAGER: OFFICE OF THE POLITICAL BEARERS.

DATE: 04 APRIL 2017

SUBJECT: GRANT -IN -AID

Background

For over yesteryears Bitou Municipality has been giving financial support to the local NGO's /NPO's local organisations that support development in Bitou in a form of Grant in Aid.

This is Social and Economic uplifting to eradicate poverty and sustain community based initiatives as they contribute to the development and the welfare of our local people.

These organizations played a major role in the upliftment and development in our communities and they deserve to be supported by both government and business.

On our long list, we had 68 Organizations that applied for Grant in Aid.
After the longlist, 38 Organizations were Shortlisted

Our financial implication is R '305'000

Thank you


DALUXO
MANAGER: OFFICE OF THE POLITICAL BEARES

SUPPORTED/NOT SUPPORTED

COMMENTS: BUDGET AND TREASURY OFFICES

Funding available: YES / NO


GERT GROENEWALD
ACTING CHIEF FINANCE OFFICER

GRANT IN AID 2017

NAMES OF APPLICANTS	AMOUNTS	REQUISITION NUMBERS
ISOHLULUWA YOUTH FUTURE	R 190 000.00	# 220433
KWANOKUTHULA COMMUNITY POLICING FORM	R 20 000.00	# 220449
KIDS OF KURAND SCHOOL PROJECT	R 20 000.00	# 220446
SOUTH AFRICAN GIRLS AND BOYS CENTRE FOR SOCIAL AND ECONOMIC TRANSFORMATION	R 60 000.00	# 220454
EDEN SOCIAL NETWORKS	R 250 000.00	# 220438
LUNCHBOX THEATRE	R 15 000.00	# 220451
BITOU 10 FOUNDATION	R 100 000.00	# 220430
KRANSHOEK ADVICE CENTRE	R 15 000.00	# 220447
ADOPT A SWIMMER	R 40 000.00	# 220427
CHILD WELFARE S.A. KRANSHOEK	R 20 000.00	# 220436
NEW BEGINNINGS PLACE OF SAFETY	R 20 000.00	# 220453
BITOU SCHLUMA ORGANISATION	R 20 000.00	# 220434
NEW HORIZONS PENSIONERS CLUB	R 20 000.00	# 220454
BABY EAGLES EDUCARE CENTRE	R 100 000.00	# 220429
MZAMOMHLE ELDERLY COMMUNITY DEVELOPMENT	R 10 000.00	# 220467
GREEN VALLEY ELDERLY AND DISABLED	R 20 000.00	# 220442
BITOU EARLY CHILDHOOD DEVELOPMENT FORUM	R 350 000.00	# 220432
BITOU FOOD GARDEN PROJECT	R 50 000.00	# 220450
PROTEA SERVICE CENTRE	R 20 000.00	# 220459
REESA FRAIL CARE	R 20 000.00	# 220460
KRANSHOEK OLD AGED GROUP	R 15 000.00	# 220448
JOY COMMUNITY DEVELOPMENT	R 20 000.00	# 220443
ERRICAVILLE ELDERLY SUPPORT GROUP	R 20 000.00	# 220440
EDU - PLETT	R 20 000.00	# 220439
BUILDING THE WALLS OF THE COMMUNITY	R 15 000.00	# 220435
CHILD WELFARE S.A. PLETTENBERG BAY	R 20 000.00	# 220437
ALL NATIONS SATISFACTORY CENTRE	R 20 000.00	# 220428
PAWS	R 50 000.00	# 220455
FAMSA PLETT	R 50 000.00	# 220441


DALUXOLO NCANE

MANAGER - OFFICE OF THE EXECUTIVE MAYOR

Annexure 11.16



INTERNAL MEMORANDUM MAYOR'S OFFICE

TO: MUNICIPAL MANGER
HEAD OF DEPARTMENT
SUPPLY CHAIN MANAGEMENT

FROM: MANAGER: OFFICE OF THE POLITICAL BEARERS

DATE: 28 AUGUST 2017

SUBJECT: GRANT IN AID

Background

RE: MAYORAL INTERVENTIONS GRANT TRANSFER: TO THE FOLLOWING NGOs:

Siyazama Pig Project - R30 000
Bitou Arts and Culture Forum - R45 000
Bitou Church Ministries - R30 000

The above-mentioned NGOs had been granted financial assistance by the Executive Mayor MP Lobese on the 4th of April 2017 and due to some of them who were still dealing with the registration processes the amount granted to them could not be processed.

Recommendation

We humbly recommend that the SCM to process these payments as the Mayor had already committed himself and now these NGOs have all the necessary documentation such as the NPO certificates, which was the most crucial document needed to enable the process of the payment.

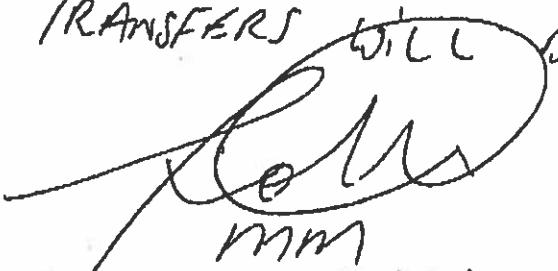
The support officials in my office have already submitted all the supporting documents.

For any clarity regarding this memorandum please, do not hesitate to contact the mayor's office.

Thank you


DALEXUMA
MANAGER: OFFICE OF THE POLITICAL BEARES

APPROVAL IS GRANTED FOR NPOs WITH
SIGNED AGREEMENTS. THE FUND FOR THE
TRANSFERS WILL BE FROM THE 17/18 BUDGET


mm

Annexure 11.17



INTERNAL MEMORANDUM MAYOR'S OFFICE

TO: MUNICIPAL MANAGER
SENIOR MANAGER: BUDGET AND TREASURY

FROM: MANAGER: OFFICE OF THE POLITICAL BEARERS.

DATE: 04 APRIL 2017

SUBJECT: GRANT -IN -AID

Background

For over yesteryears Bitou Municipality has been giving financial support to the local NGO's /NPO's local organisations that support development in Bitou in a form of Grant in Aid.

This is Social and Economic uplifting to eradicate poverty and sustain community based initiatives as they contribute to the development and the welfare of our local people.

These organizations played a major role in the upliftment and development in our communities and they deserve to be supported by both government and business.

On our long list, we had 68 Organizations that applied for Grant in Aid.
After the longlist, 38 Organizations were Shortlisted

Our financial Implication is R1'305'000

Thank you


DALUXOLO
MANAGER: OFFICE OF THE POLITICAL BEARES

SUPPORTED/NOT SUPPORTED

COMMENTS: BUDGET AND TREASURY OFFICES

Funding available: YES / NO


GERT GROENEWALD
ACTING CHIEF FINANCE OFFICER

APPROVED / NOT APPROVED


THABO NDLOVU
MUNICIPAL MANAGER

24/4/2017

CONFIDENTIAL

NAME OF ORGANIZATION	ADDRESS	PHONE	STREET ADDRESS	AMOUNT
1. Adopt A Swimmer	Sport Body		Ebenezer Estate	R40 000
2. All Nations Satisfactory Center	Welfare	0445333487	Street	R20 000
3. Baby Eagles Educare Center	Educational Institution		KwaNo	R100 000
4. Bitou 10 Educational and Development Foundation	Educational	0445335466	Leevedal Avenue	R100 000
5. Bitou Arts and Culture Forum	Arts and Culture		Street	R45 000
6. Bitou Early Childhood Development Forum (ECD)	Educare	0445338597	Plettenberg Bay	R350 000
7. Sokhululwa Youth Future Organization	Welfare		Phase 4	R190 000
8. Bitou Sohluma Organization	Welfare		Kwanokuthula	R20 000
9. Brighter Nation Foundation	Soup Kitchen	0445330321	Street	R15 000
10. Building The Walls of Community	Welfare	0445335263	Street	R20 000
11. Child Welfare SA Kranshoek	Welfare	0445332257	Kranshoek	R20 000
12. Child welfare SA- Plett	Education And Welfare		Horizon	R200 000
13. Eden Social Networks	Educational			R20 000
14. Edu-Plett	Welfare		KwaNokuthula	R20 000
15. Erricaville Elderly Support Group			Craggs	

CONFIDENTIAL

Project ID	Project Name	Category	Project No	Location	Amount
16.	FAMSA Plettenberg Bay	Welfare	0445330515	Monk's View	R50 000
17.	Green valley Elderly and Disabled	Welfare			R20 000
18.	Joy Community Development	Welfare and Income P		Streetv KwaNo	R20 000
19.	K2 Squared Trading Project	Arts and Culture		Phase 3 KwaNokuthula	R15 000
20.	Green valley Elderly and Disabled	Street vendors		Street KwaNo	R50 000
21.	Kids of Kurland School Projects	Educational Institution		Forest hall road	R20 000
22.	Kranshoek Advice Center	Welfare	0445339449	Street Kranshoek	R15 000
23.	Kranshoek Old Age Group	Welfare	0445339449	Kranshoek	R15 000
24.	KwaNokuthula Community Policing Forum	Welfare/safety and Security		KwaNo	R20 000
25.	Bitou Food Gardening	Welfare		KwaNo	R50 000
26.	LunchBox Theater	Arts and Culture		Plettenberg Bay	R15 000
27.	New Beginnings Place of Safety	Place of Safety	0445336378	KwaNo	R20 000
28.	New Horizon Pensioners	Welfare		New Horizon	R20 000
29.	PAWS	Animal Welfare			R50 000

CONFIDENTIAL

Item	Project Name	Category	Number	Project Details	Amount
30.	Plettenberg Bay Local Football	Sporting Body			R50 000
31.	Protea Service Center	Old Age Group	0445339202	New Horizon	R20 000
32.	Reesa Frailcare Center	Welfare		Street Kranshoek	R20 000
33.	Siyazama Pig Project	Pig Farming		Kranshoek	R20 000
34.	Bijou Ministers Forum	Religious		Craigs	R30 000
35.	Bitou MASakhane	Car Guards		Phase 4	R30 000
36.	South African Girls and Boys Centre	Non Profit Company		Bossiesgiff	R50 000
37.	Neighborhood Watch	Safety/Security		West Brooke Drive	R60 000
38.	Mzambombe Elderly Community Development	Welfare		Nkqubela KwaNo	R10 000

SIGNED BY


DALUXOLUTHI CAMIE

MANAGER: OFFICE OF THE EXECUTIVE MAYOR

Annexure 11.18



Subject: RE: PAYMENT OF GRANT - IN- AID FUNDS TO ORGANUSATIONS OUTSIDE THE MUNICIPALITY
Date: 5/3/2017 1:13 PM
From: "Carol Van Staden" <CvanStaden@plett.gov.za>
To: "Gert Groenewald" <ggroenewald@plett.gov.za>, "Alan Croutz" <acroutz@plett.gov.za>
"Thabo C. Ndlovu" <tndlovu@plett.gov.za>, "Daluxolo Ncame" <DNcame@plett.gov.za>,
Cc: "Vincent Bongani Mkhefa" <vmkhefa@plett.gov.za>, "Ntho Maredi" <NMaredi@plett.gov.za>

Dear Sir

I refer to our telecom, the below as well as the contracts sent to you earlier today.

Mr Croutz indicated that he had not seen the contracts/agreements/documents and is therefore not in a position to authorize the pay out of the funds to any of the beneficiaries.

Expenditure Section may not make the payments without proper and appropriate instruction overriding the stop-payment-order issued below by the initial financial transactions authorizer.

Kindly advise the way forward as I also understand the necessity of earliest payment as expressed by Mr Ncame.

Thank you

Regards

Carol van Staden | Chief Accountant: Expenditure | BITOU MUNICIPALITY
Direct: (+27) 044 501 3042 | Mobile: (+27) 76 118 4604 | Tel: (+27) 044 501 3000 | Email: cvanstaden@plett.gov.za | www.bitou.gov.za
Physical Address: Office 66, Melville's Corner Bridge, Kloof Street, Plettenberg Bay, Western Cape, South Africa, 6600



Bitou Municipality

From: Alan Croutz
Sent: 28 April 2017 10:49 AM
To: Carol Van Staden <CvanStaden@plett.gov.za>
Cc: Ntho Maredi <NMaredi@plett.gov.za>; Gert Groenewald <ggroenewald@plett.gov.za>; Thabo C. Ndlovu <tndlovu@plett.gov.za>; Daluxolo Ncame <DNcame@plett.gov.za>
Subject: PAYMENT OF GRANT - IN- AID FUNDS TO ORGANUSATIONS OUTSIDE THE MUNICIPALITY
Importance: High

Morning Carol

Applications for grant-in-aid were authorized by myself on the following condition, *inter alia*:

1. Grant recipients furnish the Municipality with all outstanding documentation.
2. They enter into a TRANSFER OF FUNDS AGREEMENT with the Municipality in terms of Section 67 of the

MFMA.

- 3. Undertaking is given that the funds transferred will only be used for purposes as outlined in the Policy.**

The Office of the Executive Mayor was requested to ensure that the above conditions are met before transfer of funds are made.

To-date, I am unable to confirm that this was done and therefore humbly request that you do not make any payments until the aforementioned conditions have been met.

Should you require any further information please do not hesitate to contact me.

Kind regards

Alan Croutz

Annexure 11.19



**AN AGREEMENT IN TERMS OF THE MUNICIPAL
FINANCE MANAGEMENT ACT, 2003
(ACT 56 OF 2003)**

Made and entered into between:

BITOU LOCAL MUNICIPALITY

and

BITOU 10 FOUNDATION

[Handwritten signature]
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1. PARTIES

The parties to this Agreement are :-

- 1.1 The BITOU 10 FOUNDATION herein represented by Marietta van Rooyen in her capacity as Chairperson of the BITOU 10 FOUNDATION and
- 1.2 The BITOU LOCAL MUNICIPALITY (hereinafter referred to as 'the Municipality' herein represented by Mr Thabo Collin Ndlovu in his capacity as the Municipal Manager.

2. DEFINITIONS

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

- 2.1 "Board" means the governing body of the BITOU 10 FOUNDATION;
- 2.2 "Notice" means a written notice;
- 2.3 "Parties" means the parties to this Agreement identified in clause 1;
- 2.4 "the Act" means the *Municipal Finance Management Act, 2003 (Act No 56 of 2003)*;
- 2.5 "the Municipality" means the BITOU LOCAL MUNICIPALITY;
- 2.6 "the Municipality's fiscal year" means the financial year of the Municipality commencing on 1 July and ending on 30 June of a given year;
- 2.7 "this Agreement" means this Agreement, together with the Annexures hereto;
- 2.8 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended or re-enacted from time to time;
- 2.9 Words importing the singular shall include the plural, and *vice versa*. Words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons and *vice versa*;
- 2.10 If any provision in the definition clause is a substantive provision that such provision was a substantive provision in the body of the Agreement;
- 2.11 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

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3. PREAMBLE

- 3.1 The BITOU 10 FOUNDATION has been accepted for purposes of this agreement by the Municipality as the organization to fulfil the Municipality's purpose, functions and objectives in terms of its adopted Grants-In-Aid Policy and the Municipality has undertaken to make financial contributions to the BITOU 10 FOUNDATION for the period 15 April 2017 until 30 June 2017, the current financial year.
- 3.2 The Municipality measures BITOU 10 FOUNDATION output on the basis of the targets and programmes that the Municipality has agreed thereto, see "Annexure A".

4. GUIDING PRINCIPLES

- 4.1 In terms of Section 65 of the Act, the Municipality is obliged to maintain an effective system of expenditure control, including procedures for the approval authorization, withdrawal and payment of funds.
- 4.2 Before transferring funds the Municipality to an organization or body outside any sphere of government, the Municipality is obliged in terms of Section 67(1),(a),(b) and (c) to satisfy itself that the organization 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.
- 4.3 The Parties hereby commit to fulfilling the applicable objects of the Act with regard to the payment stipulated in clause 5 of this Agreement.
- 4.4 To comply with the legislative requirements, the Municipality and BITOU 10 FOUNDATION have agreed to the following terms and conditions, as recorded herein.

5. TRANSFER PAYMENT FOR THE 2016/2017 FISCAL YEAR

- 5.1 The Municipality shall transfer a payment of R 100 000.00 (One Hundred Thousand Rand), in respect of the period 15 April 2017 to 30 June 2017.
- 5.2 The transfer payment is hereby acknowledged by the BITOU 10 FOUNDATION as a once off payment of R 100 000.00 (One Hundred Thousand Rand) for the applicable Municipal fiscal year.
- 5.3 The transfer payment shall be utilized for items listed in Annexure "A".

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on 15 April 2017 (notwithstanding the date on which it is signed), in order to coincide with the Municipality's fiscal year and will expire on 30 June 2017.

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7. OBLIGATIONS OF THE BITOU 10 FOUNDATION

- 7.1 It is recorded that the BITOU 10 FOUNDATION hereby confirms that it implements effective, efficient and transparent financial management and internal control systems to ensure that funding is utilized in accordance with Clause 4 above.
- 7.2 The BITOU 10 FOUNDATION shall deposit the transferred funds into an interest bearing account until it can be utilized.
- 7.3 The interest accrued from the account shall only be utilized the purposes set in Annexure "A".
- 7.4 Expenditure vouchers, including cashed cheques reference numbers, shall be retained for audit purposes.
- 7.5 BITOU 10 FOUNDATION shall furnish the Municipality with a recent financial statement, prepared by a registered Accountant and at the end of each fiscal year.
- 7.6 BITOU 10 FOUNDATION shall furnish the Municipality with a recent financial statement, prepared by a registered Account and at the end of each month during the fiscal year.
- 7.7 BITOU 10 FOUNDATION shall submit monthly reports reflecting expenditure to the Director: Strategic Services of the Municipality, within 15 business days of the end of each and every calendar month.
- 7.8 An audited financial statement indicating total allocation, total expenditure and total interest generated shall be submitted to the Municipality at the end of the contract.
- 7.9 Surplus funds and interest accrued from the transfer payment shall be paid back to the Municipality at the end of BITOU 10 FOUNDATION financial year.
- 7.10 A comprehensive report shall be submitted by the BITOU 10 FOUNDATION Chairperson, or the Chief Executive Officer or any other most senior member of Management to the Municipality, at the end of the contract pertaining to the transfer payment referring to the following:
- 7.10.1 the extent to which BITOU 10 FOUNDATION achieved the objectives for which this transfer payment has been granted, and
- 7.10.2 the performance information regarding the economical and effective utilization of the transfer payment.
- 7.11 The Municipality may, in its discretion periodically scrutinize the book and records of BITOU 10 FOUNDATION in relation to the activities funded by this transfer payment and the progress of the activities in order to establish whether the funds are administered in an accountable and responsible manner, If it is

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found that the BITOU 10 FOUNDATION is guilty of unlawful conduct or negligence, the BITOU 10 FOUNDATION shall forfeit its right to benefit from the transfer payment. If such a situation arises, the Municipality shall request the BITOU 10 FOUNDATION to close the interest bearing account, return the balance of funding, including the balance of interest accrued after recovery of bank charges, the Municipality, and the BITOU 10 FOUNDATION shall comply with such request within 20 (twenty) working days.

8. OBLIGATIONS OF THE MUNICIPALITY

- 8.1 the Municipality undertakes to transfer to the BITOU 10 FOUNDATION the payment as reflected in clause 5 hereof subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement
- 8.2 The Municipality shall monitor and evaluate the BITOU 10 FOUNDATION performance under this agreement.

9. MONITORING AND EVALUATION

- 9.1 The monthly reports and other prescribed reporting as outlined in clause 7 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 10.1 must be submitted to the Head: Strategic Services of the Municipality.

10. FINANCES AND ACCOUNTING RECORDS

- 10.1 Appropriate accounting records in compliance with generally accepted accounting practices shall be maintained by the BITOU 10 FOUNDATION to record the utilization of the funds.
- 10.2 At the Municipality's written request, the BITOU 10 FOUNDATION shall allow the municipality or its representative or the Auditor-General to inspect and copy any document, record book of account or bank statement relating to the utilization of these funds.
- 10.3 The BITOU 10 FOUNDATION shall co-operate fully with any financial audit procedure of the Municipality or its representative or the Auditor-General and shall furnish any document, record, book or account or bank statement or written request.

11. FORCE MAJEURE

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11.1 Neither Party shall be responsible to the other for failure to perform any of its obligations under this Agreement, if such non-performance is caused by acts of God, rain, out venues, riots, civil insurrection, acts of public enemy, accidents, acts of civil or military authority, floods, earthquakes or winds, or similar situations beyond the reasonable control of the Party concerned.

11.2 The party incapable of performing shall exercise due diligence to shorten the duration of and/or avoid the cause of the inability to perform.

12. DISPUTE RESOLUTION

12.1 The parties shall 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 All issues, which arise between the parties to this Agreement, shall be resolved amicably through consultation and negotiations.

12.3 In the event where an issue remains unresolved, any of the parties may upon notice to the other, declare a dispute and refer the dispute to a single arbitrator in accordance and subject to the provisions of the Arbitration Act 1965 (Act 42 of 1965), or any re-enactment or amendment thereto.

13. DOMICILIUM CITANDI ET EXECUTANDI

The parties hereby choose their *domicilium citandi et executandi* for the purpose of this Agreement, the following addresses:

13.1 The Municipality:

Physical address: 1 Sewell Street, Plettenberg Bay, 6600
Postal Address: Private Bag X1002, Plettenberg Bay, 6600
Telefax Number: 044 5333 485
Telephone number: 044 501 3000
Email Address: admin-bitou@plett.gov.za
Nominated Representatives: TC Ndlovu Municipal Manager

13.2 BITOU 10 FOUNDATION:

Physical address: 7 Virginia Street Plettenberg Bay
Postal Address: PO BOX 2567 Plettenberg Bay 6600
Telefax Number:
Telephone number: 0445333466 MVR
Email Address: Mariettavanrooyen@gmail.com
Nominated Representative: Marietta van Rooyen
Admin admin@bitou10foundation.co.za. MVR

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- 13.3 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.

14. **INDEMNITY**

- 14.1 The Municipality indemnifies the BITOU 10 FOUNDATION against any claims which may arise as a result of the Municipality's non-compliance with any provision of this Agreement or any negligent act or omission by the Municipality, its employees or representatives.
- 14.2 BITOU 10 FOUNDATION indemnifies the Municipality against any claims which may arise as a result of BITOU 10 FOUNDATION non-compliance with any provision of this Agreement or any negligent act or omission by the BITOU 10 FOUNDATION or its employees or representatives.

15. **BREACH, CANCELLATION AND TERMINATION**

- 15.1 Should any party ("the defaulting party") commit a breach of any provision of this Agreement, including but not limited to the postponement or cancellation of the Event, and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement remedial action acceptable to the other party, within 30 days of receiving a written notice from the other party ("the aggrieved party") requiring the defaulting party to do so, the aggrieved party shall be entitled, in addition to its other remedies in law or in terms of this agreement, to cancel this agreement forthwith and without prejudice to its rights to claim damages, provided that if the defaulting party commits two or more breaches of any material provision of this agreement in any six month period of this agreement the aggrieved party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement forthwith by notice in writing to the defaulting party.
- 15.2 Notwithstanding anything to the contrary contained herein the Municipality shall be entitled to cancel this Agreement immediately if the other party: -
- 15.2.1 fails to make and implement the necessary plans to ensure that all funds obtained are expended for the intended purposes by the last day of the Municipality's financial year end; or
- 15.2.2 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
- 15.2.3 commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time; or

15.2.4 fails to justify a judgement in excess of the amount of unutilized funds entered against itself within 21 days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the reasonable satisfaction of the Municipality that steps have been initiated within the 21 days to appeal, review or rescind a judgement and to procure suspension of execution of the of the judgement and that such steps are being expeditiously pursued, the period of 21 days shall run from the date on which the judgement becomes final or the date on which the attempt to procure the suspension of the execution fails.

15.2.5 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. 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 terms, representation, warranty, promise of the like not recorded herein

16.3 No relation, indulgence or act of leniency which one party may show the other will in any way prejudice the party or be deemed to be 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 or any obligation with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.

18. INTELLECTUAL PROPERTY

18.1 All Intellectual Property rights of whatsoever nature belonging to the Municipality, including, without limitation, the Municipality's logo,

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emblem or any other form of corporate identity, shall remain vested at all times in the Municipality.

- 18.2 BITOU 10 FOUNDATION shall not, under any circumstances whatsoever reproduce, copy or use the Municipality's corporate identity or permit the use of Municipality's Intellectual Property by any third party, except as otherwise provided for herein and without the Municipality's prior written consent.
- 18.3 The BITOU 10 FOUNDATION (including its representatives, agents and employees) will not at any time, or in any manner lower the dignity, standing and reputation of the Municipality or in any way prejudice any of the Municipality's Intellectual Property rights, including its corporate identity, emblem or logo.
- 18.4 Insofar as the BITOU 10 FOUNDATION is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the BITOU 10 FOUNDATION in the course of discharging its obligations under this Agreement, it hereby grants the Municipality the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

19. CONFIDENTIALITY

- 19.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. Neither party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 19.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court, to comply with the provisions of any law or regulation in force from time to time, or as determined by the Minister.

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19.3 The VOLUNTARY ASSOCIATION shall not any time during the terms 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 Municipality. The Municipality will appoint a designated person to ensure all communications and press releases are approved by the Municipality within a period of 48 hours, or such reasonable period, after receiving them from the BITOU 10 FOUNDATION.

20. **LIMITATION OF LIABILITY**

20.1 The Municipality shall not be liable to the BITOU 10 FOUNDATION for any indirect or consequential loss, 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 Municipality's maximum liability shall be limited, whether for a single or multiple events, to the extent of the amount for the funds transferred 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 The BITOU 10 FOUNDATION has no authority or right to bind the Municipality to any third party and it shall be personally liable for any act purporting to so to bind the Municipality.

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.

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22.2 The party 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. SIGNATURE

23.1 This Agreement is signed by the parties on a date and at the places recorded herein.

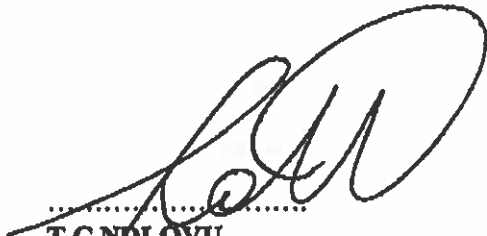
23.2 The persons signing this agreement on behalf of the parties in a Representing capacity, warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the parties authorizing them to do so

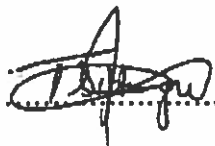
24. COST

24.1 Each party shall bear its own, the cost attendant on the negotiation and/or conclusion of this agreement.

THUS DONE AND SIGNED AT Plettenberg Bay ON THIS THE
10 DAY OF May ~~2016~~ 2017

AS WITNESSES


T C NDLOVU
MUNICIPAL MANAGER

1. 
2. 

THUS DONE AND SIGNED AT

ON THIS THE

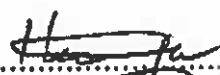
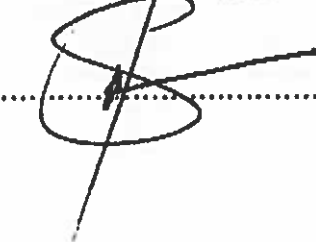
DAY OF

2017



AS WITNESSES


.....
Marietta van Rooyen
(Duly Authorized Representative)

1. 
.....
2. 
.....



Annexure 11.20



**AN AGREEMENT IN TERMS OF THE MUNICIPAL
FINANCE MANAGEMENT ACT, 2003
(ACT 56 OF 2003)**

Made and entered into between:

BITOU LOCAL MUNICIPALITY

and

BITOU 10 FOUNDATION

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MR-
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1. PARTIES

The parties to this Agreement are :-

- 1.1 The BITOU 10 FOUNDATION herein represented by Marietta van Rooyen in her capacity as Chairperson of the BITOU 10 FOUNDATION and
- 1.2 The BITOU LOCAL MUNICIPALITY (hereinafter referred to as 'the Municipality' herein represented by Mr Thabo Collin Ndlovu in his capacity as the Municipal Manager.

2. DEFINITIONS

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

- 2.1 "Board" means the governing body of the BITOU 10 FOUNDATION;
- 2.2 "Notice" means a written notice;
- 2.3 "Parties" means the parties to this Agreement identified in clause 1;
- 2.4 "the Act" means the *Municipal Finance Management Act, 2003 (Act No 56 of 2003)*;
- 2.5 "the Municipality" means the BITOU LOCAL MUNICIPALITY;
- 2.6 "the Municipality's fiscal year" means the financial year of the Municipality commencing on 1 July and ending on 30 June of a given year;
- 2.7 "this Agreement" means this Agreement, together with the Annexures hereto;
- 2.8 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended or re-enacted from time to time;
- 2.9 Words importing the singular shall include the plural, and *vice versa*. Words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons and *vice versa*;
- 2.10 If any provision in the definition clause is a substantive provision that such provision was a substantive provision in the body of the Agreement;
- 2.11 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

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3. PREAMBLE

- 3.1 The BITOU 10 FOUNDATION has been accepted for purposes of this agreement by the Municipality as the organization to fulfil the Municipality's purpose, functions and objectives in terms of its adopted Grants-In-Aid Policy and the Municipality has undertaken to make financial contributions to the BITOU 10 FOUNDATION for the period 15 April 2017 until 30 June 2017, the current financial year.
- 3.2 The Municipality measures BITOU 10 FOUNDATION output on the basis of the targets and programmes that the Municipality has agreed thereto, see "Annexure A".

4. GUIDING PRINCIPLES

- 4.1 In terms of Section 65 of the Act, the Municipality is obliged to maintain an effective system of expenditure control, including procedures for the approval authorization, withdrawal and payment of funds.
- 4.2 Before transferring funds the Municipality to an organization or body outside any sphere of government, the Municipality is obliged in terms of Section 67(1),(a),(b) and (c) to satisfy itself that the organization 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.
- 4.3 The Parties hereby commit to fulfilling the applicable objects of the Act with regard to the payment stipulated in clause 5 of this Agreement.
- 4.4 To comply with the legislative requirements, the Municipality and BITOU 10 FOUNDATION have agreed to the following terms and conditions, as recorded herein.

5. TRANSFER PAYMENT FOR THE 2016/2017 FISCAL YEAR

- 5.1 The Municipality shall transfer a payment of R 100 000.00 (One Hundred Thousand Rand), in respect of the period 15 April 2017 to 30 June 2017.
- 5.2 The transfer payment is hereby acknowledged by the BITOU 10 FOUNDATION as a once off payment of R 100 000.00 (One Hundred Thousand Rand) for the applicable Municipal fiscal year.
- 5.3 The transfer payment shall be utilized for items listed in Annexure "A".

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on 15 April 2017 (notwithstanding the date on which it is signed), in order to coincide with the Municipality's fiscal year and will expire on 30 June 2017.

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7. OBLIGATIONS OF THE BITOU 10 FOUNDATION

- 7.1 It is recorded that the BITOU 10 FOUNDATION hereby confirms that it implements effective, efficient and transparent financial management and internal control systems to ensure that funding is utilized in accordance with Clause 4 above.
- 7.2 The BITOU 10 FOUNDATION shall deposit the transferred funds into an interest bearing account until it can be utilized.
- 7.3 The interest accrued from the account shall only be utilized the purposes set in Annexure "A".
- 7.4 Expenditure vouchers, including cashed cheques reference numbers, shall be retained for audit purposes.
- 7.5 BITOU 10 FOUNDATION shall furnish the Municipality with a recent financial statement, prepared by a registered Accountant and at the end of each fiscal year.
- 7.6 BITOU 10 FOUNDATION shall furnish the Municipality with a recent financial statement, prepared by a registered Account and at the end of each month during the fiscal year.
- 7.7 BITOU 10 FOUNDATION shall submit monthly reports reflecting expenditure to the Director: Strategic Services of the Municipality, within 15 business days of the end of each and every calendar month.
- 7.8 An audited financial statement indicating total allocation, total expenditure and total interest generated shall be submitted to the Municipality at the end of the contract.
- 7.9 Surplus funds and interest accrued from the transfer payment shall be paid back to the Municipality at the end of BITOU 10 FOUNDATION financial year.
- 7.10 A comprehensive report shall be submitted by the BITOU 10 FOUNDATION Chairperson, or the Chief Executive Officer or any other most senior member of Management to the Municipality, at the end of the contract pertaining to the transfer payment referring to the following:
 - 7.10.1 the extent to which BITOU 10 FOUNDATION achieved the objectives for which this transfer payment has been granted, and
 - 7.10.2 the performance information regarding the economical and effective utilization of the transfer payment.
- 7.11 The Municipality may, in its discretion periodically scrutinize the book and records of BITOU 10 FOUNDATION in relation to the activities funded by this transfer payment and the progress of the activities in order to establish whether the funds are administered in an accountable and responsible manner, If it is

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found that the BITOU 10 FOUNDATION is guilty of unlawful conduct or negligence, the BITOU 10 FOUNDATION shall forfeit its right to benefit from the transfer payment. If such a situation arises, the Municipality shall request the BITOU 10 FOUNDATION to close the interest bearing account, return the balance of funding, including the balance of interest accrued after recovery of bank charges, the Municipality, and the BITOU 10 FOUNDATION shall comply with such request within 20 (twenty) working days.

8. OBLIGATIONS OF THE MUNICIPALITY

- 8.1 the Municipality undertakes to transfer to the BITOU 10 FOUNDATION the payment as reflected in clause 5 hereof subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement
- 8.2 The Municipality shall monitor and evaluate the BITOU 10 FOUNDATION performance under this agreement.

9. MONITORING AND EVALUATION

- 9.1 The monthly reports and other prescribed reporting as outlined in clause 7 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 10.1 must be submitted to the Head: Strategic Services of the Municipality.

10. FINANCES AND ACCOUNTING RECORDS

- 10.1 Appropriate accounting records in compliance with generally accepted accounting practices shall be maintained by the BITOU 10 FOUNDATION to record the utilization of the funds.
- 10.2 At the Municipality's written request, the BITOU 10 FOUNDATION shall allow the municipality or its representative or the Auditor-General to inspect and copy any document, record book of account or bank statement relating to the utilization of these funds.
- 10.3 The BITOU 10 FOUNDATION shall co-operate fully with any financial audit procedure of the Municipality or its representative or the Auditor-General and shall furnish any document, record, book or account or bank statement or written request.

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- 11.1 Neither Party shall be responsible to the other for failure to perform any of its obligations under this Agreement, if such non-performance is caused by acts of God, rain, outages, riots, civil insurrection, acts of public enemy, accidents, acts of civil or military authority, floods, earthquakes or winds, or similar situations beyond the reasonable control of the Party concerned.
- 11.2 The party incapable of performing shall exercise due diligence to shorten the duration of and/or avoid the cause of the inability to perform.

12. DISPUTE RESOLUTION

- 12.1 The parties shall 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 All issues, which arise between the parties to this Agreement, shall be resolved amicably through consultation and negotiations.
- 12.3 In the event where an issue remains unresolved, any of the parties may upon notice to the other, declare a dispute and refer the dispute to a single arbitrator in accordance and subject to the provisions of the Arbitration Act 1965 (Act 42 of 1965), or any re-enactment or amendment thereto.

13. DOMICILIUM CITANDI ET EXECUTANDI

The parties hereby choose their *domicilium citandi et executandi* for the purpose of this Agreement, the following addresses:

13.1 The Municipality:

Physical address: 1 Sewell Street, Plettenberg Bay, 6600
 Postal Address: Private Bag X1002, Plettenberg Bay, 6600
 Telefax Number: 044 5333 485
 Telephone number: 044 501 3000
 Email Address: admin-bitou@plett.gov.za
 Nominated Representatives: TC Ndlovu Municipal Manager

13.2 BITOU 10 FOUNDATION:

Physical address: 7 Virginia Street Plettenberg Bay
 Postal Address: PO BOX 2567 Plettenberg Bay 6600
 Telefax Number:
 Telephone number: 0445333466 MR
 Email Address: Mariettavanrooyen@gmail.com
 Nominated Representative: Marietta van Rooyen
 Admin admin@bitou10foundation.co.za. MR

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- 13.3 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.

14. **INDEMNITY**

- 14.1 The Municipality indemnifies the BITOU 10 FOUNDATION against any claims which may arise as a result of the Municipality's non-compliance with any provision of this Agreement or any negligent act or omission by the Municipality, its employees or representatives.
- 14.2 BITOU 10 FOUNDATION indemnifies the Municipality against any claims which may arise as a result of BITOU 10 FOUNDATION non-compliance with any provision of this Agreement or any negligent act or omission by the BITOU 10 FOUNDATION or its employees or representatives.

15. **BREACH, CANCELLATION AND TERMINATION**

- 15.1 Should any party ("the defaulting party") commit a breach of any provision of this Agreement, including but not limited to the postponement or cancellation of the Event, and fail to remedy such breach, or if the breach is not capable of remedy, failing to implement remedial action acceptable to the other party, within 30 days of receiving a written notice from the other party ("the aggrieved party") requiring the defaulting party to do so, the aggrieved party shall be entitled, in addition to its other remedies in law or in terms of this agreement, to cancel this agreement forthwith and without prejudice to its rights to claim damages, provided that if the defaulting party commits two or more breaches of any material provision of this agreement in any six month period of this agreement the aggrieved party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement forthwith by notice in writing to the defaulting party.
- 15.2 Notwithstanding anything to the contrary contained herein the Municipality shall be entitled to cancel this Agreement immediately if the other party: -
- 15.2.1 fails to make and implement the necessary plans to ensure that all funds obtained are expended for the intended purposes by the last day of the Municipality's financial year end; or
- 15.2.2 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
- 15.2.3 commits an act which would be an act of insolvency as defined by the Insolvency Act of 1936 as amended from time to time; or

15.2.4 fails to justify a judgement in excess of the amount of unutilized funds entered against itself within 21 days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the reasonable satisfaction of the Municipality that steps have been initiated within the 21 days to appeal, review or rescind a judgement and to procure suspension of execution of the of the judgement and that such steps are being expeditiously pursued, the period of 21 days shall run from the date on which the judgement becomes final or the date on which the attempt to procure the suspension of the execution fails.

15.2.5 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. 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 terms, representation, warranty, promise of the like not recorded herein

16.3 No relation, indulgence or act of leniency which one party may show the other will in any way prejudice the party or be deemed to be 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 or any obligation with respect to any covenant, condition, or obligation required to be performed by that party under this Agreement.

18. INTELLECTUAL PROPERTY

18.1 All Intellectual Property rights of whatsoever nature belonging to the Municipality, including, without limitation, the Municipality's logo,

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emblem or any other form of corporate identity, shall remain vested at all times in the Municipality.

- 18.2 BITOU 10 FOUNDATION shall not, under any circumstances whatsoever reproduce, copy or use the Municipality's corporate identity or permit the use of Municipality's Intellectual Property by any third party, except as otherwise provided for herein and without the Municipality's prior written consent.
- 18.3 The BITOU 10 FOUNDATION (including its representatives, agents and employees) will not at any time, or in any manner lower the dignity, standing and reputation of the Municipality or in any way prejudice any of the Municipality's Intellectual Property rights, including its corporate identity, emblem or logo.
- 18.4 Insofar as the BITOU 10 FOUNDATION is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the BITOU 10 FOUNDATION in the course of discharging its obligations under this Agreement, it hereby grants the Municipality the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

19. CONFIDENTIALITY

- 19.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. Neither party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 19.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this Agreement or to disclose 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.

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19.3 The VOLUNTARY ASSOCIATION shall not any time during the terms 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 Municipality. The Municipality will appoint a designated person to ensure all communications and press releases are approved by the Municipality within a period of 48 hours, or such reasonable period, after receiving them from the BITOU 10 FOUNDATION.

20. **LIMITATION OF LIABILITY**

20.1 The Municipality shall not be liable to the BITOU 10 FOUNDATION for any indirect or consequential loss, 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 Municipality's maximum liability shall be limited, whether for a single or multiple events, to the extent of the amount for the funds transferred 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 The BITOU 10 FOUNDATION has no authority or right to bind the Municipality to any third party and it shall be personally liable for any act purporting to so to bind the Municipality.

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.

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22.2 The party 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. SIGNATURE

23.1 This Agreement is signed by the parties on a date and at the places recorded herein.

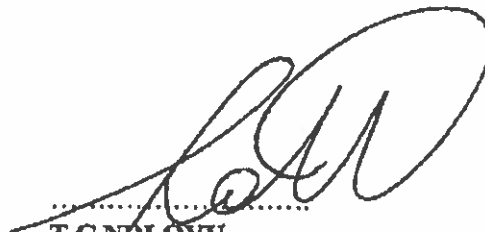
23.2 The persons signing this agreement on behalf of the parties in a Representing capacity, warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the parties authorizing them to do so

24. COST

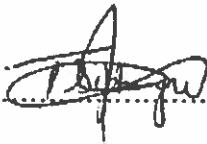
24.1 Each party shall bear its own, the cost attendant on the negotiation and/or conclusion of this agreement.

THUS DONE AND SIGNED AT Plettenberg Bay ON THIS THE
10 DAY OF May ~~2016~~ 2017

AS WITNESSES


T C NDLOVU
MUNICIPAL MANAGER

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2. 

THUS DONE AND SIGNED AT

ON THIS THE

DAY OF

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AS WITNESSES



**Marietta van Rooyen
(Duly Authorized Representative)**

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