

Annexure 11.1



117749

DATE _____

04/05/2017

BABY EAGLES EDUCARE CENTRE						CREDITOR NO.	
						B0015	R 100 000.00
INV-NO:							
TOTAL INVOICE AMOUNT						R	100 000.00

[illegible]

Herewith certification that this payment is for goods received / services rendered in terms of contract / prescribed procurement processes, that prices are reasonable and correct, and that the account has not previously been paid.

Principal's Office

K. N. 1954

Лесбиянство. Бисексуальность



Signature: 

BITOU MUNICIPALITY

EXPENDITURE MANAGEMENT-CREDITOR'S PAYMENT CONTROL SHEET

DATE: 28/04/2017

ORDER NUMBER: 379522

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***


CLERICAL CLERK*


MANAGER: EXPENDITURE

28/4/2017
DATE:


SNR CLERK: CREDITORS**


PRINCIPLE CLERK: CREDITORS***


ACCOUNTANT: EXPENDITURE

R 0 - R 2,000	Direct purchases - no quotations needed (order to be obtained & invoice to be submitted)	Storeman/Driver
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.15 - TAX Clearance Form amounts above R 50,000 - Treasury circular No:29 of 21 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 50,000.1 up to R200,000		Any three (3) from different Department: Dtn. M&A / CFO / Executive Directors / Directors

Rand value of procurement (Inclusive of VAT): R 100 000.00

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

1. Original Tax Clearance Certificate:		Dated:		00-00-0000			
2. Service Level Agreement dated:		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) BABY EAGLES EDUCARE CENTRE						100000.00	
(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)							

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

Request Number : 220429 [Initial request]
Authorization Ref. : 0
Archiving document :
Contract ID : 0
Request Type : Normal SCM process



Application Date : 09/04/2017
Applicant : TSIPHUNGU THANDOKAZI SIPHUNGU
Contact details:- Extension Number 3008
Cellphone Number
Fax Number

Captured by : TSIPHUNGU THANDOKAZI SIPHUNGU
Authorized by : ACROUTZ ALAN CROUTZ

AWAITING AUTHOF

Required by : 09/05/2017

Preferred supplier 1: 60015 Not yet determined
Reason :

Preferred supplier 2: Not yet determined
Reason :

Preferred supplier 3: Not yet determined
Reason :

Delivery Instructions: ASAP

Total reserved value : 100000.00
Provisional SCM process : Q3 R30,001 up to R200,000 three formal written pri

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

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

(100)

OFFICE OF THE EXECUTIVE MEMBER

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

Baby Eagles Educare Centre

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.)

Educational Institution / Welfare

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

NPO 168-909

4. STREET ADDRESS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. POSTAL ADDRESS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. E-MAIL:

[REDACTED]

7. WARD NO:

4

8. ERF NO / AREA:

New Horizon

9. TELEPHONE:

072 909 4582

10. FAX:

11. OBJECTIVES OF YOUR ORGANISATION

In Constitution Attached

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

In Constitution Attached

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

*We were able to prepare quite a few
number of children for Grade R as well as
to give them two meals a day.*

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

No.

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

Principal - Ursula Adams

Secretary - Leigh Anne Kayster

Treasurer -

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)
- Yes
- 7 Black
- 9 Coloured
17. NUMBER OF REGISTERED MEMBERS: N/A MEMBERSHIP FEE: N/A
18. NAME THE AUDIT FIRM / REGISTERED ACCOUNTANT/AUDITOR OR PERSON THAT AUDITS THE FINANCIAL RECORDS OF YOUR ORGANISATION
19. WHAT ARE YOUR ORGANISATION'S MAJOR SOURCES OF FINANCE AND FUNDING STRATEGIES?
- Sponsors mainly from members of the community
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: [REDACTED] Bank: [REDACTED]
- Branch: [REDACTED] Branch Code: [REDACTED]
- Account Number: [REDACTED] Type of account: [REDACTED]
21. AMOUNT OF ASSISTANCE REQUIRED (specify): R. 200 000 -00
22. PURPOSE FOR WHICH GRANT WILL BE UTILISED (Please prioritize and provide a breakdown of amount requested / please attach detailed project/process plan):
- Giving children who attend this institution with two meals per day as well as giving food parcels to the most needy families.
23. AMOUNT OF ASSISTANCE RECEIVED BY YOUR ORGANISATION FROM THE MUNICIPALITY IN THE PAST:
- None

DECLARATION STATEMENT

In my capacity as Secretary of the organisation,
 I, Leighé Anne Kayster
 ID No [REDACTED] declare that the information rendered in this
 application form is correct in every respect.

SIGNATURE: [Signature]

DATE: 06 December 2016

OFFICE USE ONLY

APPLICATION COMPLETED ACCURATELY

☒ YES / NO

ALL NECESSARY DOCUMENTS ATTACHED

☒ YES / NO

APPLICATION RECEIVED ON TIME BEFORE DUE DATE

☒ YES / NO

Financial Year

2016/17

PLEASE READ AND COMPLY WITH CONDITIONS ON

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 (MOI) (The MOI was amended in February 2016.)
 - (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. (See Clause (5) of the enclosed MOI).
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
Plattenberg Bay
8600

Attention: Mr. D. Ncame

Tel: 044 – 501 3008

E-mail: DNcame@plett.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.



social development

Department:
Social Development
REPUBLIC OF SOUTH AFRICA

Private Bag X901, Pretoria, 0001, 134 Pretorius Street, HSRC Building, Pretoria
Tel: (012) 312 7500, Fax: (012) 312 7684, e-mail: NPOEnquiry@socialdev.gov.za

Enquiries: Directorate Non-Profit Organisations

Reference Number: 168-909 NPO

The Chairperson
BABY EAGLES EDUCARE CENTRE
6875 Levendal Avenue
New Horizons
Plettenberg Bay
6600

APPLICATION FOR REGISTRATION IN TERMS OF NON-PROFIT ORGANISATIONS ACT, 1997 (ACT 71 OF 1997): BABY EAGLES EDUCARE CENTRE

With reference to your application for registration in terms of the Non-Profit Organisation Act 1997, please find herewith attached certificate of registration as well as a certified copy of registered constitution. The name of your organization was entered into the register on: 30 March 2016

Please be advised that every registered organisation must:

- Reflect its registered status or registration number on all its documents;
- Submit financial statements (compiled by **registered accounting officer** or a firm of auditors/accountants) and a narrative report effective from the date of registration;
- In terms of section 60 of the Close Cooperation Act, (No 69, 1984) an accounting officer means a person should be a registered member of one of following Accounting and Auditing professions e.g. The Institute of Administration and Commerce of Southern Africa, The Chartered Association of Certified Accountants, The South African Institute of Chartered Accountants etc. No person shall be appointed as or hold the office of an accounting officer of a corporation unless he/she is a member of recognized profession as stated above. A member or employee of corporation and a firm whose partner or employee is member or employee of an association/company shall not qualify for appointment as an accounting officer of such corporation unless all the members consent in writing to such appointment;

- A narrative report, which would detail any additions or changes of its office-bearers, name or address and its own constitution or founding documents. A copy of the format of the model narrative report is available on the NPO website www.npo.gov.za or on request.

Please note that in terms of section 17 and 18 of the Act, your organisation is expected to submit the above reports within **9 months after the end of its financial year**. Failure to comply with this requirement may lead to cancellation or deregistration of the organisation from the register of NPO's.

For any further inquiries please contact our office on the provided contact details.

Kindly note that you can submit electronic documentation at www.npo.gov.za.

Yours faithfully


DIRECTOR, NONPROFIT ORGANISATIONS
DATE :30/03/2016

BABY EAGLES EDUCARE CENTRE CONSTITUTION

1. Name

- 1.1 The organization hereby constituted will be called Baby Eagles Educare Centre
- 1.2 Its shortened name will be Baby Eagles (hereinafter referred to as the organization)

1.3 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.
An agreement was made by the principal of Baby Eagles and the committee members that her house will operate as crèche.

2. Objectives

(a) The organisation's main objectives are to:

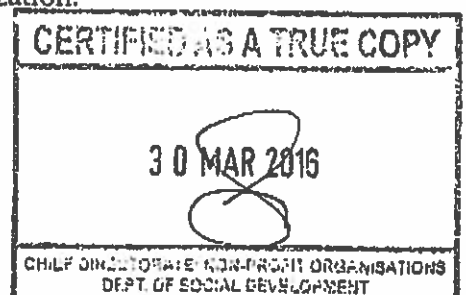
- 1. To provide resident care for children in stable, safe and nurturing.
- 2. To educate and care for the young children from 1 year to 6 years of age.
- 3. To encourage parents to avail of the service and to participate in programme.
- 4. To secure and safe-guard young children from being abused, whether direct or indirect.
- 5. To try to reduce the number of children in the streets.

(b) The organisation secondary objective will be to.

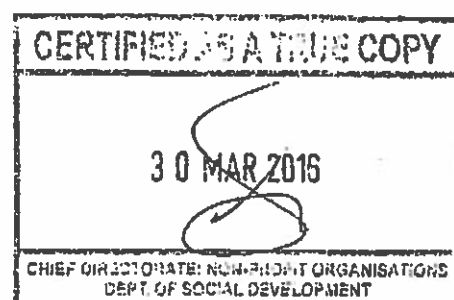
- 1. To enable children to develop trust in others
- 2. To attend to their emotional needs so as to build up a sense of security and confidence.
- 3. To develop children verbal skills expand their vocabulary and help them to recognize 1 emotions and feelings.
- 4. To help children to become leaders of tomorrow.

3. Income and property

- 3.1 The organization will keep a record of everything it owns.
- 3.2 The organization may not give any of its money or property to its members or office bearer
The only time it can do this is when it pays for work that a member or office bearers has do the organisation. The payment must be a reasonable amount for the work that has been don
- 3.3 A member of the organization can only get money back from the organization for the exper that she or she has paid for or on behalf of the organization.



- 3.4 Members or office bearers of the organization do not have rights over things that belong to the organization.
- 4 Members and general Meetings**
- 4.1 If a person wants to become a member of the organization, she or he will have to ask the organization's management committee. The management committee has the right to say yes or no.
- 4.2 Members of the organization must attend its annual general meetings. At the annual general meeting members exercise their right to determine the policy of the organization.
- 5 Management**
- 5.1 A management committee will manage the organization. The management committee will be made up of not less than 3 members. They are office bearers of the organization.
- 5.2 Office bearers will serve for the one year, but they can stand for re-election for another office after that. Depending on what kind of services they give to the organization, they may be re-elected into office again and again. This is so long as their services are needed and they are ready to give their services.
- 5.3 If a member of the management committee does not attend three management committee meetings in a row, without having applied for and obtaining leave of absence from the management committee, then the management committee will find a new member to take the person's place.
- 5.4 The management committee will meet at least once a month. More than half of the members must be at the meeting to make decisions that are allowed to be carried forward. This constitutes a quorum.
- 5.5 Minutes will be taken at every meeting to record the management committee's business. The minutes of each meeting will be given to management committee members at least two weeks before the next meeting; the minutes shall be confirmed as a true record of proceedings, by the next meeting of the management committee, and shall thereafter be signed by the chairperson.
- 5.6.1 The organization has the right to form sub-committees. The decisions of sub-committees must be given to the management committee. The management committee must decide whether to agree to them or not at its next meeting. This meeting should take place soon after the sub-committee's meeting. By agreeing to the decisions the management committee ratifies them.
- 5.7 All members of the organization have to abide by decisions that are taken by the management committee.



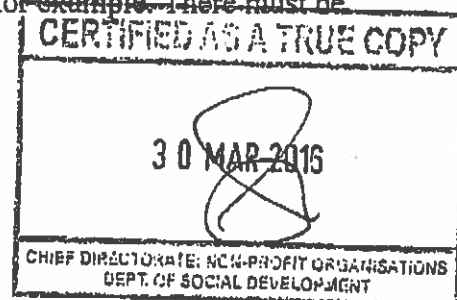
6. Powers of the organisation

The management committee may take on the power and authority that it believes it needs to be able to achieve the objectives that are stated in point number 2 of the constitution. Its activities must abide by the law.

- 6.1 The management committee has the power and authority to raise funds or to invite and receive contribution.
- 6.2 The management committee does, however, have the power to buy, hire or exchange for the property that needs to achieve its objectives
- 6.3 The management committee has the right to make by-laws for the proper management, including procedure for the application approval and termination of membership.
- 6.4 Organisation will decide on powers and functions of office bearers.

7 Meetings and procedures of the committee

- 7.1 The management committee must hold at least three ordinary meetings each year.
- 7.2 The chairperson, or two members of the committee, can call a special meeting if they want to. But they must let the other management committee members know the date of the proposed meeting not less than 21 days before it is due to take place. They must also tell the other members of the committee which issues will be discussed at the meeting, if however, one of the matters to be discussed is to appoint a new management committee member, then those calling the meeting must give other committee members not less than 30 days.
- 7.3 The chairperson shall act as the chairperson of the management committee. If the Chairperson does not attend a meeting, then members of the committee who are present choose which one of them will chair that meeting. This must be done before the meeting starts.
- 7.4 There shall be a quorum whenever such a meeting is held.
- 7.5 When necessary, the management committee will vote on issues. If the votes are equal on issue, then the chairperson has either a second or a deciding vote.
- 7.6 Minutes of all meetings must be kept safely and always be on hand for members to consult.
- 7.7 If the management committee 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 enquire, for example. There must be



at least three people on a sub- committee. The sub committee must report back to the management committee in its activities. It should do this regularly.

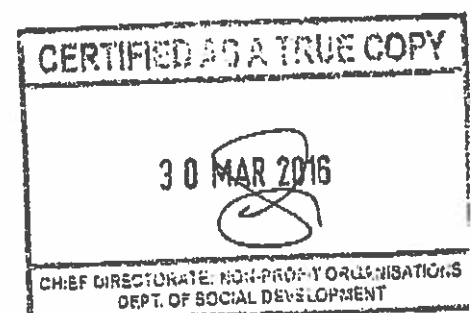
8 Annual general meetings

The annual general meeting must be held once a year. towards the end of the organisation's financial year. The organization 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 has sent apologies because they can not attend.
- * Read and confirm the previous meeting's minutes with matters arising.
- * Chairperson's report
- * Treasures report.
- * Changes to the constitution that members may want to make.
- * Elect new office bearers.
- * General
- * Closing the meeting

9 Finance

- 9.1 An accounting officer shall be appointed at the annual general meeting. His or her duty is to audit and check on finances of the organization.
- 9.2.1 The treasures job is to control the day to day finances of the organization. The treasurer shall arrange for all funds to be put into banks account in the name of the organization. Te treasurer must keep proper records of all the finances.
- 9.3 Whenever funds are taken out of the bank account, the chairperson and at least other members of the organization must sign the withdrawal or cheques.
- 9.4 The financial year of the organization ends on the 31 March of each year.
- 9.5 The organisation's records and reports must be ready and handed to the Director of non- profit Organisation within six months after the financial year end.
- 9.6.1 If the Organisation has fund that can be invested. the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institution. (investment of Funds) Act, 1984. Or the Organisation can get securities that are listed on a licensed stock exchange as set out in the Stock exchange Control Act, 1985. The Organisation can go to different banks seek advice on the best way to look after its funds.



10 Changes to the constitution

- 10.1 The constitution can be changed by resolution. The resolution has to be agreed upon and passed by not less than two thirds of members who are at the annual general meeting, or special general meeting. Members must vote at this meeting to change the constitution.
- 10.2 Two thirds of the members shall be present at a meeting (the quorum) before a Decision to change the constitution is taken. Annual general meeting may vote up on such a notion, if the details of the changes are set out in the notice referred to in 7.3
- 10.3 A write notice 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.
- 10.4 No amendments may be made which would have the effect of making the Organisation ceases to exist.

11 Dissolution/ Winding-up

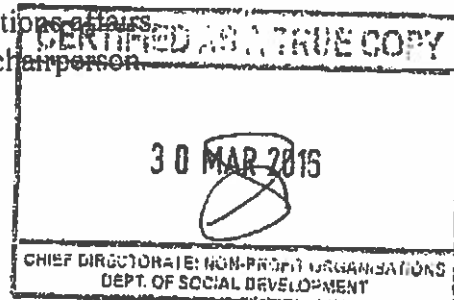
- 11.1 The Organisation may close down if at least two thirds of the members present and voting at a meeting convened for the purpose of considering such matter, are in favor of closing down.
- 11.2 When the Organisation closes down it has to pay off all its debts. After doing this, if there is property 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 non profit Organisation that has similar objectives. The Organisation general meeting can decide what Organisation this should be.

12 Duties of the office bearers

12.1 Chairperson

Chairperson as leader of the organisation. organisation's entire meeting that she / he attend. She/ he must:

- See the members stick to the rules and guidelines that are in the constitution
- Chair meeting in such a way as to keep good order
- Sign minutes of the meeting after members have agreed that the minutes are accurate.
- Check that accounts show correct spending of the organisation money and agree to the acc being paid.
- Sign cheques on the organizations banking account or accounts
- Sign all funding agreement.
- General supervise and keep a check on the organizations affairs.
- Do other duties that the organization expects of its chairperson.



- Make sure that the meeting takes place regularly as set down in the constitution.
- Use her/ his power to ask other officials and members of the forum and its committee to do certain duties and tasks if need be.
- Work in a team spirit with other members of the organisation.
- Serve as ex-officio on all sub- committee. But when it comes to voting issues in the sub committees, she/ he may not vote.
- Run the annual general meeting
- See that the report is written.

12.2 Vice- chairperson

The vice chairperson takes over the chairperson's tasks and duties when she / he is not there. The chairperson should keep in close contact with the chairperson.

Vice – chairperson must:

- Take on duties and function that have been passed on to him/her
- Serve as ex officio on all sub committees.

If both the chairperson and the vice chairperson do not attend a meeting, then the forum's members must elect a chairperson from amongst themselves to stand in on behalf of chairperson for the meeting.

12.3 Treasurer

Treasurer keeps a record of all the money that comes into the organisation. This includes membership fees, donations and money raised from fundraising donor funding. Treasurer also keeps a record of all the money that is spent by the organisation.

Treasurer must:

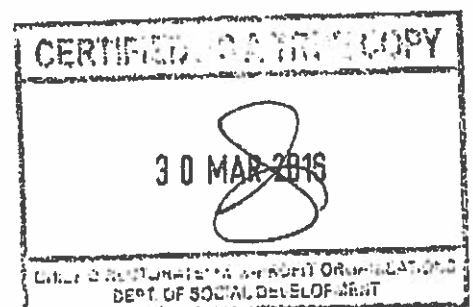
- Keep proper record and minutes of what the organisation receives, and what it spends.
- Keep a proper list of names of members and donors.
- Write out, sign, keep a copy, and give receipt for all money that the organisation receives.
- Pay organisation's accounts.
- Be responsible for collecting the membership fees from all members.
- Make sure that the organisation doesn't spend more money than it has.
- Prepare the organisation's annual financial statement to present to the Annual General meeting.

12.4 The secretary

The secretary is responsible for making sure that the organisation administration runs smoothly. She or he works closely with the chairperson and vice chairperson.

The secretary must:

- Keep proper records and minutes of all meetings
- Deal with letters and other correspondence that the organisation receives and sends.



- Prepare and send out notice of all meetings of the organisation.
- Do other duties that she or he may be asked to do from time to time.
- Prepare venues of meetings.

12.5 Vice secretary

- Will be in charge of doing the secretary's duties when she or he is not available.
- Deal with letters and other correspondence that the organisation's receives and send.

This constitution was approved and accepted by members of

Baby Eagles Educare Centre

At a special (general) meeting held on


.....
Chairperson

.....
Day/month/year

.....
Secretary



BUSINESS PLAN

OF

BABY EAGLES

CRECHE

BUSINESS NAME
TYPE OF INSTITUTION
ADDRESS

: BABY EAGLES CRECHE
: EDUCATIONAL INSTITUTION
: ~~1010 WENDAL STREET~~
~~NEW HAVEN~~
~~CONNECTICUT~~
~~06508~~

CONTACT DETAILS

: ~~0720064382 (V) 810 404 1191~~

1. INTRODUCTION, BACKGROUND & DESCRIPTION OF WELFARE

THIS PLAN HAS BEEN A COLLABORATION EFFORT INVOLVING THE YOUNG KIDS, STAFF, PARENTS AND SCHOOL. TOGETHER WE HAVE DEVELOPED THE STRATEGIC DIRECTIONS FOR THE FUTURE THAT WILL SUPPORT OUR KIDS TO BE SUCCESSFUL LEARNERS WITH PRIDE. THE PLAN FORMS PART OF A SUIT DOCUMENTS INCLUDING OPERATIONAL PLANS, THE WORKFORCE PLAN AND PLANNING TO DELIVER PERFORMANCE.

THE TARGETS AND MILESTONE IN THIS PLAN INDICATES THE LEVEL OF PROGRESS TOWARDS ACHIEVING OUR PRIORITY AREAS.

- 1) TEACHING AND LEARNING
- 2) PARTNERSHIP
- 3) ENVIRONMENT

SUCCESSFUL KIDS ARE THE CENTRE OF OUR SCHOOLS IMPROVEMENT, EVERYTHING WE DO IS EVALUATED IN RELATION TO THE IMPACT OF THE KIDS LEARNING. OUR SCHOOL IMPROVEMENT CYCLE HAS THREE ELEMENTS. WE ASSES DATA AND OTHE EVIDENCE RELATED TO CHILDS ACHIEVEMENT AND SCHOOL OPERATIONS, WE PLAN IMPROVEMENT STRATEGIES, AND WE ACTION THEM.

2. BUSINESS OBJECTIVES

OUR KIDS ARE THE HEART OF OUR SCHOOL AND OUR GOAL IS TO SUPPORT THEM TO ACHIEVE THEIR BEST. WITH THAT IN MIND THE INTRODUCTION IN OUR BUSINESS PLAN HAS BEEN CRAFTED BY OUR KIDS, THEIR VISIONS, THOUGHTS AND WORDS ARE INCLUDED TO REMIND US ALL WHY BABY EAGLES CRECHE IS SPECIAL TO THEM.

TO SERVE THE GREATER PLETTENBERG BAY AND PROMOTE THE BEST INTEREST OF THE SCHOOL AND STRIVING TO ENSURE ITS DEVELOPMENT THROUGH PROVISION OF QUALITY EDUCATION FOR THE KIDS.

TO ADMINISTER AND CONTROL THE SCHOOL'S PROPERTY AND BUILDING

TO ADMINISTER THE SCHOOL FINANCES AND RAISE SCHOOL REVENUES INCLUDING VOLUNTARY CONTRIBUTIONS TO THE SCHOOL IN CASH OR KIND.

THE SECONDARY OBJECTIVE WILL BE TO :
WORK IN COLLABORATION WITH THE OTHER INSTITUTIONS THAT MAINLY DEAL WITH EDUCATION, SKILL
DEVELOPMENT AND COMMUNITY DEVELOPMENT.

CONVENE PARENTS, KIDS AND STAFF ENGAGEMENTS IN ORDER TO ENCOURAGE VOLUNTARY
PARTICIPATION AND SERVICES TO DEVELOP AND IMPROVE THE SCHOOL.

3. BUSINESS GOAL

BABY EAGLES EDUCATIONAL INSTITUTION HAS CREATED THE PART OF PLANNING PROCESS, GOALS AND WE
HAVE DESCRIBED CERTAIN ASPECTS TO ACCOMPLISH OVER A SPECIFIC PERIOD OF TIME. THE BUSINESS
USUALLY OUTLINE THEIR GOALS AND OBJECTIVES IN THEIR BUSINESS PLAN AND WOULD GIVE US A CLEAR
WAY FORWARD ON WHAT WE WOULD FOCUS ON ACHIEVING.

THE IMPORTANCE OF GOALS AND OBJECTIVES ARE:

- MEASURE SUCCESS
- LEADERSHIP COHESION
- KNOWLEDGE IS POWER
- REASSESS GOALS

4. BUSINESS LOCATION

BABY EAGLES CRECHE IS SITUATED IN NEW HORIZON (LEVENDAL STREET) AND ACCOMMODATES KIDS
FROM TODDLER - GRADE R

5. CONCLUSION

IN CONCLUSION WE WOULD LIKE TO SEE OUR CRECHE BECOME SUCCESSFUL AND ACCOMMODATE
MORE KIDS AS MUCH AS WE CAN IN ORDER TO PRODUCE MORE FUTURE LEADERS THAT WILL LEAD THIS
COUNTRY AND ALSO TO PROVIDE TWO MEALS PER DAY PER CHILD DURING CRECHE HOURS AS WELL AS
A MEAL AND DRINK PER CHILD DURING AFTERCARE.

MENU
ACTION
PROD CODE DDA
BRANCH 337

CO

15 OP

THDI 3 THE DDA TRANSACTION HISTORY

CURR ZAR

ACCT COND

SUB-PRODUCT

FA

MAN CODES: ONE MAN99

20130503 9.29.08

TWO SUP99
PAGE 1

ACCT. BALANCE

S	TRAN. DESCRIPTION	TRAN. AMOUNT	FEE	DATE	ACCT. BALANCE
					980.50
-	FNB OB PMT GRASSROOTS	750.00		03/27	975.50
-	#MONTHLY ACCOUNT FEE	5.00-		04/01	924.20
-	#CASH HANDLING FEES	51.30-		04/01	906.70
-	#SERVICE FEES	17.50-		04/01	860.24
-	#CASH DEPOSIT FEE	46.46-		04/01	1,630.24
-	CASH DEPOS J TAIES	770.00	15.74	04/03	130.24
-	TELLER CAS CASH WTD	1,500.00-	17.50	04/05	130.24
-	CASH HANDLING FEE	.60	20.25	04/05	880.24
-	FNB OB PMT GRASSROOTS	750.00		04/30	875.24
-	#MONTHLY ACCOUNT FEE	5.00-		05/01	854.99
-	#CASH HANDLING FEES	20.25-		05/01	837.49
-	#SERVICE FEES	17.50-		05/01	821.75
-	#CASH DEPOSIT FEE	15.74-		05/01	2,371.75
-	CASH DEPOS CASH	1,550.00	25.98	05/03	

20140204 10.45.17

~~UNCLASSIFIED~~ PREVIOUS SCREEN RETURNED

CURR	ZAR	ACCT	COND
00	00	00	00

~~SECRET - NOFORN~~

SUB-PRODUCT

FA

~~CONFIDENTIAL~~

PICTURE

PAGE 1

TRAN. DESCRIPTION	TRAN. AMOUNT	FEE	DATE	ACCT. BALANCE
#MONTHLY ACCOUNT FEE	5.00-		11/01	14.87
#MONTHLY ACCOUNT FEE	5.00-		12/01	9.87
FNB OB PMT GRASSROOTS	6,750.00		12/14	6,759.87
#MONTHLY ACCOUNT FEE	5.00-		01/01	6,754.87
TELLER CAS FOOD	1,950.00-	17.50	01/07	4,804.87
CASH HANDLING FEE	.00	44.00	01/07	4,804.87
CASH DEPOS URSULA ADA	950.00	29.00	01/20	5,754.87
FNB OB PMT GRASSROOTS	750.00		01/28	6,504.87
#MONTHLY ACCOUNT FEE	5.00-		02/01	6,499.87
#CASH HANDLING FEES	44.00-		02/01	6,455.87
#SERVICE FEES	17.50-		02/01	6,438.37
#CASH DEPOSIT FEE	29.00-		02/01	6,409.37
CASH DEPOS SALARIS	3,300.00	79.60	02/04	9,709.37

FNR



CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

BABY EAGLES EDUCARE CENTRE

(name of the organisation)

meets the requirements for registration.

The organisation's name was entered into the register on **30 March 2011**
(date)

Registration number **168-909 NPO**

Director's signature



Department of Social



Development

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 NGCANE
MANAGER: OFFICE OF THE POLITICAL BEARES

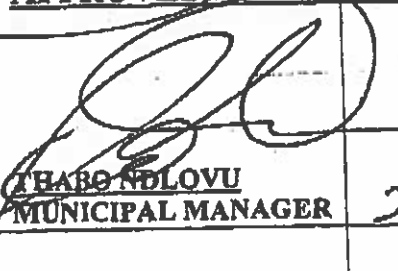
SUPPORTED/NOT SUPPORTED

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 SCHLUMA ORGANISATION	R 20 000.00	# 220434
NEW HORIZONS PENSIONERS CLUB	R 20 000.00	# 220454
BARBERGSHOECARE 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
FERRICAVILLE 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



DALUXOLD NCANE

MANAGER : OFFICE OF THE EXECUTIVE MAYOR

Annexure 11.2



VERKLARING

Ek die ondergetekende

Ursula Adams

Verklaar hiermee onder eed as volg:

1.

Ek is 'n meerderjarige vrou met Identiteitsnommer: [REDACTED] Ek is tans woonagtig te [REDACTED] My persoonlike kontaknommer is [REDACTED]

2.

Ek bedryf 'n informele kleuterskool by my huis vir die afgelope veertien jaar. Aan die begin van 2016 het ek die kleuterskool geregistreer as 'n nie-winsgewende organisasie met die naam: Baby Eagles Educare Centre ("Baby Eagles") met registrasienommer: 168-909 NPO. Ek is die prinsipaal van die Baby Eagles kleuterskool en dit word tans nogsteeds bedryf vanaf my huis, te [REDACTED], Plettenbergbaai, 6600.

3.

Aan die einde van 2016, het die sekretaresse van die Baby Eagles kleuterskool, LeighéAnne Kayster, nou Kramer ("LeighéAnne Kramer"), se man, Emile Kramer ("Emile Kramer") my vertel van finansiële hulp wat die Bitou Munisipaliteit verskaf aan nie-winsgewende organisasies in terme van "Grant-In-Aid". Emile Kramer het by die Bitou Munisipaliteit gewerk en daarom het hy van die "Grant-In-Aid" geweet.

4.

LeighéAnne Kramer het aangebied om die aansoekvorm vir my te doen aangesien ek nie kans gesien het vir al die papier werk nie, en nie al die prosesse verstaan nie. Die aansoek was min of meer in Desember 2016 by die Bitou Munisipaliteit ingedien.

5.

Teen die einde van die eerste kwartaal in 2017 het Emile Kramer vir my gesê die Bitou Munisipaliteit gaan 'n bedrag van R100,000 (Een Honderd Duisend Rand) in my bankrekening in betaal, maar ek gaan nie al die geld kan gebruik nie. Ek het toe vir Emile Kramer gesê ek wil nie by hierdie tipe goed betrokke raak nie aangesien ek nie 'n "politician" is nie.



LEHRO

R20,000 (Twisting Duisend Rand)

8.

9.

10.

Ek is vertroud met en verstaan die inhoud van die verklaring.

Ek het geen beswaar met die aflê van die voorgeskrewe eed nie.

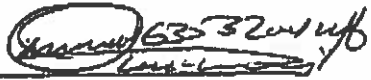
Ek beskou die voorgeskrewe eed as bindend op my gewete.

Geteken op die 01 dag van 01/01 2018 te Kwanaqwaqwa

[Signature]

Ursula Adams

Ek sertifiseer dat hierdie verklaring voor my beëdig was op hierdie 01 dag van Oktober 2018 te Kwanokuthula en dat die verklaarder erken dat sy met die inhoud van hierdie verklaring vertrou is en dit verstaan. Sy bevestig dat sy geen beswaar het teen die afle van die voorgeskrewe eed nie en beskou die voorgeskrewe eed as bindend op haar gewete en dat die verklaarder se handtekening in my teenwoordigheid daarop aangebring is.



Kommissaris van Ede





Annexure 11.3



STATEMENT OF EMILE KRAMER

Re:2017 BITOU MUNICIPALITY MAYORAL GRANT IN AID

I the undersigned

Emile Kramer

I hereby willingly declare that this statement is true and correct.

I am a Small Machine Operator at Bitou Municipality since 01 September 2014 in the Community Services Directorate, Sub section Parks & Recreation to date.

During the time the following events occurred, I was working as an administration assistant in the office of the Executive Mayor of Bitou Municipality, Cllr Msimboti Peter Lobese. I was seconded to this office on 1 September 2016 after mayor Lobese took office after the Local Government Elections of 2016. I was working in this office of the mayor until end of August 2017 when mayor Lobese, his manager Daluxolo Joseph Ncama and myself had a difference of opinion with regard to how they run the political office, the decisions they took. To mention just one, the illegal appointments of the HOD Corporate Services Vuyokazi Mbelani and CFO Vincent Mkhefa. I think due to some of their other illegal decisions, that is why Horizon Forensics is here in Bitou today.

1. First and foremost I hereby want to address the issue of the Grant in Aid. I received all of my instructions solely from Mr Daluxolo Joseph Ncama, whom was the Manager in the Office of the Executive Mayor at the time. As previously explained to you, the amounts that the NGO's received at the Grant in Aid handover ceremony and the amounts that was actually paid out to some of these NGO's kept on increasing after the ceremony. According to Mr. Ncama the reason for this was that he and the mayor had a meeting before the amounts would change and that it was per the mayor's instruction. However I cannot confirm that as these meetings would be held before or after Bitou working hours according to Mr. Ncama. As you as the Investigation team are in possession of the final list of the Grant in Aid and have visited some of these NGO's you will find that the above is factually true.
2. Now with regard to the allegations that I in my personal capacity benefited from the 2017 Grant in Aids, which to state the following

2.1. The amount of R60 000 that Baby Eagles "gave back" to Bitou Municipality I do not have any other knowledge than that you already know, that Ursula Adams went to drop the money at my wife's work, where two African gentlemen came to pick it up. That money never came to me or my wife, nor family.

2.2. The only person according to my knowledge who benefited financially from the Grant in Aid was Mr. Daluxolo J Ncama.

3. My role in the whole Grant in Aid process was to see that all documents were in order and that it was paid out.

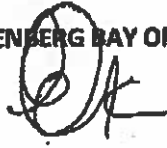
3.1. The only reason why I was instructed to perform this duty was because at that time, most officials within Supply Chain Management, Expenditure Department and various other Senior officials, including the Municipal Manager at the time Mr Thabo Ndlovu and the Heads of Departments didn't want to help the mayor's office in anyway as they didn't want to comply. I was and is better known in the municipality and they as the political office staff used that to their advantage to get their things SCM approved and paid.

CONCLUSION

THE ABOVE IS FACTUAL, TRUE AND CORRECT. SHOULD YOU REQUIRE ANY ADDITIONAL INFO
PLEASE FEEL FREE TO CALL ME AGAIN.

SIGNED: AT PLETTENBERG BAY ON DATE: ~~21 Feb 2010~~ 21/02/2010

EMILE KRAMER



Annexure 11.4



BITOU MUNICIPALITY**EXPENDITURE VOUCHER NO:**

119228

DATE

20/06/2017

BITOU 10 EDUCATION & DEVELOPMENT				CREDITOR NO.	
				100100	R 100 000.00
INV NO:					
				TOTAL INVOICE AMOUNT	R 100 000.00

[illegible]

Herewith certification that this payment is for goods received / services rendered in terms of contract / prescribed procurement processes, that prices are reasonable and correct, and that the account has not previously been paid.

Compiled by:
Principle Clerk

Checked by: _____
Accountant: *Expenditure*

Signed by:
Signatory /

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 R1'305'000

Thank you


DALUXONGWE
MANAGER: OFFICE OF THE POLITICAL BEARES

SUPPORTED/NOT SUPPORTED

COMMENTS: BUDGET AND TREASURY OFFICES

Funding available: ☒ YES / ☐ NO


GERT GROENEWALD
ACTING CHIEF FINANCE OFFICER

DATE: 19/06/2017

ORDER NUMBER: 379535

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* |
| <hr/> | | | |
| 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** |
| <hr/> | | | |
| 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*** |

MANAGER: EXPENDITURE

DATE:

PRINCIPLE CLERK: CREDITORS***

ACCOUNTANT: EXPENDITURE

379535
Duplicate

BITOU 10 EDUCATION & DEVELOPME

100:100

26/04/2017

THANDOKAZI SIPHUNGLI,
Requisition No. 220430

FINANCIAL ASSISTANCE FOR 1 100000.00
NON PROFIT ORGANIZATIONS FROM THE E

100000.00

BITOU MUNICIPALITY
SUPPLY CHAIN MANAGEMENT

2017 -04- 2.6

Private Bag X1002
Plettenberg Bay 6600
044 501 3000

BITOU MUNICIPALITY
EXPENDITURE RECEIVED

2017 -06- 19

SIGN

100000.00

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

SS-Q411AB 2017/06/12 09:38:20

Plettenberg Bay Municipality

All Outstanding Requests

=====

* = No Actions Taken Against Request In Last 3 Days

! = Past Request By I

Request Number : 220430 Line Number: 1
Authorization Ref. : 0
Archiving document :
Contract ID : 0

Application Date : 09/04/2017
Applicant : TSIPHUNGU THANDOKAZI SIPHUNGU
Contact details:- Extension Number 3008
Cellphone Number
Fax Number

Captured by : TSIPHUNGU THANDOKAZI SIPHUNGU
Authorized by : ACROUTZ ALAN CROUTZ

AUTHORIZED

Required by : 09/05/2017

referred supplier 1: 100100 BITOU 10 EDUCATION & DEVELOPMENT FOUNDATION
Reason :

Preferred supplier 2: Not yet determined

Reason :

Preferred supplier 3: Not yet determined

Reason :

Delivery Instructions: ASAP

On Hold?

Total reserved value : 100000.00

Provisional SCM process : Q3 R30,001 up to R200,000 three formal written pr:

PLETT

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

Specifications GRANT - IN - AID

Costcode : 2016 10112705 UKEY : Qty.: 1.000
OFFICE OF THE POL OFF BEARERS : GENERAL EXPENSES : MAYOR



☒ 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

The Bitou 10 Education and Development Foundation

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.)

Education and Development of both teachers and pupils in Pre-Schools, Primary Schools and Secondary Schools.

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

NPO number: 050 207

4. STREET ADDRESS

7 Virginia Street, Plettenberg Bay, 6600

5. POSTAL ADDRESS

PO BOX 2567, Plettenberg Bay, 6600

6. E-MAIL:

communications@bitou10foundation.co.za

7. WARD NO.: All wards

8. ERF NO./AREA: n/a

9. TELEPHONE: 044 533 5466

10. FAX: 086 559 1147

11. OBJECTIVES OF YOUR ORGANISATION

Our objectives:

- Develop and implement projects and opportunities for the education and development of Bitou teachers and learners.
- Ensure the sustainability of quality education in Bitou.
- Create and maintain the relationships we need to achieve our vision and mission.

In 2010 the Bitou 10 Foundation was mandated to drive the implementation of an education development plan for Bitou. This mandate was given by representatives of the Bitou Municipality, the ECD sector, the WCED, the Department of Social Development, the ten Bitou Schools, other local non-profit organisations and community leaders.

We strive to achieve the following key imperatives of an Integrated Education Development Plan:

- Facilitate the integration of all local education sectors and services;
- Address barriers to quality education for all learners including those with special needs;
- Establish a learner support system at every learning site; and
- Link education to the world of work and opportunity.

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

The Bitou 10 Education and Development Foundation works with the 11 government schools and 30 Early Childhood Development (ECD) sites (pre-schools) in the Bitou Municipality to improve the quality of education in the area.

Using funding from various sources we fill the gaps in the education system where the schools and the WCED do not have the resources to provide *remedial or specialized* services. The Bitou 10 Foundation primarily addresses the inequalities still present in our education system.

The Foundation is governed by a board of directors including three principals as representatives of the Bitou schools. At present the Programme Manager and the Programme Administrator are the only two full-time employees. All other service providers are contracted on a part-time or temporary basis to fit the needs of specific programmes and depending on the availability of funds.

The Foundation has signed an Expression of Common Purpose with the Western Cape Education Department's local circuit team to enable these two organisations to work together to achieve common goals. Working with the WCED, the state schools, the ECD sector, other local non-profit organisations, education specialists and professionals we identify the needs of children, educators, schools and pre-schools. After the needs are identified we develop innovative programmes to address them. All our interventions aim to improve the quality of teaching, learning and the performance of both children and educators at all levels.

Given the limited capacity and lack of resources within the Bitou schools and the provincial government departments, the Foundation contracts professionals, education specialists, therapists, councilors, artists (music, dance, drama and art teachers) to provide services for children, educators and the school management. We have around fourteen local experts

contracted to deliver specialized education, training therapy and other support services at any one time.

The Bitou 10 Foundation has worked with many other organisations that have implemented successful programmes in other areas of South Africa. These include the Dreamfields Project, the Field Band Foundation, Inclusive Education Western and the Shine Centre. In this way we manage to facilitate the integration of education and development services in the Bitou area.

Our greatest success in 2016 was the implementation of the Reading programme for grade 3 with **Volunteering South Africa**. We brought a highly successful Literacy programme developed by the Shine Centre to Bitou. We managed to attract more than 100 volunteers to work under professional guidance in this project. Children going on to Grade 4 are now able to read and understand English to cope with English medium teaching on that level.

We have also partnered with the Click Foundation, who offers the Reading Eggs programme now implemented at three of the most disadvantaged primary schools in Bitou. We have identified other tried and tested interventions like Wordworks Early Literacy Programme that we are in the process of bringing to the other Bitou schools.

Working in partnership with Computers for Africa, in the Netherlands, and the Click Foundation we aim to assist Bitou schools to successfully integrate e-learning with school curriculum delivery. This will maximise and accelerate learning. Computer based education programmes have proven to greatly enhance the development of literacy, numeracy and mathematics whilst teaching children computer literacy skills.

The Foundation operates from a small central office in town but support-services are offered at the various schools or ECD sites. Educator training workshops and meetings with large groups are held at central venues in town such as a community or church hall.

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

The Bitou 10 Foundation has a proven track record of improving the quality of education of Bitou learners and educators at Bitou state schools and ECD sites.

Our beneficiaries include more than 8000 learners, about 200 school teachers, 100 ECD (pre-school) practitioners, 11 state schools and about 30 community-based ECD sites (pre-schools) in Bitou. The two previously Model-C Schools in Bitou do not make use of our assistance.

Early Childhood Development (Pre-school): 300 parents and pre-school teachers in under-resourced communities were provided with learning material and training to help their pre-school children prepare for Grade 1.

Primary school: 425 Grade 3 Xhosa-speaking children have shown great improvements in their reading and English language skills with the help of some 100 trained volunteers. This is vital as they switch to English medium in Grade 4.

Special needs: Local therapists contracted by the Foundation have treated over 750 children with emotional, behavioural or learning challenges since 2011.

Enrichment: 12 Science students and 3 teachers from Bitou were sponsored to attend the

annual Science Festival in Grahamstown in 2011, 2015 and 2016.

Professional Development of Educators: In 2015, 90 Early Childhood Development practitioners from 23 pre-schools and 40 Foundation Phase educators from 8 primary schools have benefited from extensive professional development training courses offered by contracted professionals. This year, 38 grade R educators in Bitou were offered on-the-job-training and workshops by local Occupational Therapists.

School leadership and management development: *Bitou school leaders and managers have been motivated, empowered and supported by experts in the field.*

Computer literacy training and e-learning: The Foundation has distributed and helped install over 400 used computers, laptops, printers and scanners donated by Computers for Africa, into Bitou schools. 150 educators have participated in computer literacy training offered by the Foundation.

After-school activities: *Each year since 2011, almost 1 000 children have been enriched through participation in the Bitou 10 Foundation's Performing and Visual Arts Programme (music, dance, drama and art). About 600 of these children were given the opportunity to perform on stage for their families, friends and teachers at The Bitou 10 Foundation's annual showcases 2011-2015.*

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

No

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

Marietta van Rooyen (Chairperson) – Tel: 044 533 3963 or [REDACTED]

Mlulami Faleni (Co-Chairman) – Tel: [REDACTED]

Veronique Kock (Communications Officer) – Tel: 044 533 6466 or [REDACTED]

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)

YES

Our members are the Board of Directors. (3 Black, 1 Coloured and 3 White)

Name	Designation	Race	Gender	Disabled
Marietta van Rooyen	Chairperson	White	Female	No
Mlulami Faleni	Co-Chairperson	Black	Male	No
Xola Faku	Director	Black	Male	No
Colin Wildeman	Director	Coloured	Male	No
Hector McIvor	Director	White	Male	No
Douglas Baartman	Director	Black	Male	No
Peter de Villiers	Director	White	Male	No

17. NUMBER OF REGISTERED MEMBERS: 7 MEMBERSHIP FEE: n/a

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

Mazars – Plettenberg Bay

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

We receive 80% of our funding from local and national government, corporates, foundations and trusts. The rest comes from smaller donations from local individuals, local fundraising events and interest earned. Lately it has been difficult to get funding from corporates as they prefer to support national charities. The more funds we get, the more children in need we can reach.

Our fundraising strategy

1. Identify local, national and international organisations, foundations and trust that have similar objectives to ours, and submit funding applications to these in-line with their funding criteria and guidelines;
2. Raise awareness of The Bitou 10 Foundation and the support services we provide via bi-annual newsletters, website, social media, presentations, meetings and events;
3. Distribute appeals for funding at events and e-mail an annual appeal for support to Friends of The Bitou 10 Foundation;
4. Build relationships with individuals of high net worth and cultivate prospective donors.
5. Seek sponsorship for programmes and events from local government and businesses.
6. Organise local fundraising events each year with support from sponsors, local funders and volunteers.

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: The Bitou 10 Foundation

Bank: Nedbank

Branch: Knysna

Branch Code: [REDACTED]

Account Number: [REDACTED]

Type of account: Current

21. AMOUNT OF ASSISTANCE REQUIRED (specify): R 525 000 (or part thereof as set out below.)

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

We decided on the priority of the projects based on the estimated number of children reached and the number of youth and adults that will be trained in the process. We also considered the positive results observed in the past.

1. Performing and visual arts programme.
Children: Estimated 900
Unemployed Youths: Training up tutors an estimated 15 youths
Adults (mostly teachers): Art teachers to be trained in schools estimated 30.
2. Early Childhood Development Leadership Training.
Children: At least 800 but this number will increase due to the training of leaders
Unemployed Youth: Each ECD center will take in more assistant teachers as it grows (estimated 15).
Adults (mostly teachers): 30 ECD leaders.
3. Youth at risk project.
Children: Difficult to estimate but will depend on the number of youths at risk.
Unemployed Youth: Will prevent many youths from being unemployed and at risk.
Adults (mostly teachers): This will prevent teacher-burnout and assist parents to regain control of the future of their children.

Breakdown of amount requested:

PROGRAMME	AMOUNT	TOTAL
Priority Number 1		
Performing & Visual Arts Programme (After School Programmes)		250 000
Dance (Contemporary and Ballroom/Latin)	100 000	
Art programme (3-5 groups)	100 000	
Annual Showcase (concert/display by participants above)	50 000	
Priority Number 2		
Early Childhood Development (ECD) Leadership Development		165 000
Leadership Development for ECD principals & Forum	20 000	
Small business management training for ECD principals	80 000	
Computer Literacy Training for ECD principals	15 000	
Teaching and learning equipment/materials for ECD sites	50 000	
Priority Number 3		
Learner Support: Youth at Risk		110 000
Group therapy - facilitation of youth support groups	50 000	
Training and supervising peer (youth) counsellors	10 000	
Life skills training for youth by professionals	50 000	
GRAND TOTAL		525 000

Detailed Project Process Plans are enclosed.

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

In the past four years, we did not receive any support from the Bitou Municipality. Before that, we got grants annually. Please see the attached reports on these grants.

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

See report attached

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

Municipal Rates Account No.: We are renting our offices and our landlord pays these accounts.

Other Municipal Account No.: Our landlord pays these

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

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)

N/A

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, I Marietta Van Rooyen

ID No [REDACTED] declare that the information rendered in this application form is correct, in every respect.

SIGNATURE: Marietta Van Rooyen

DATE: 15 December 2018

□ 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 (MOI) (The MOI was amended in February 2016.)
 - (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. (See **Clause (5) of the enclosed MOI**).
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
Plattenburg Bay
6600

Attention: Mr. D. Ncame

Tel: 044 – 501 3008

E-mail: DNcame@plett.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.



CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

The Bitou 10 Education and Development Foundation

(name of the nonprofit organization)

meets the requirements for registration.

The organisation's name was entered into the register on **08 June 2008**
(date)

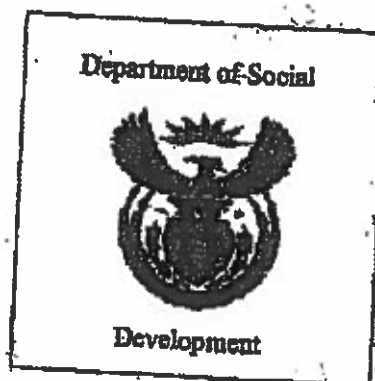
Registration number

050-207-NPO

Director's signature

[Signature] *Hedman*

Date **08 June 2008**



**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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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, 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: [REDACTED]
Telephone number: [REDACTED] MR
Email Address: [REDACTED]
Nominated Representative: Marietta van Rooyen

Admin

admin@bitou10foundation.co.za

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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

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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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mark

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

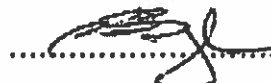
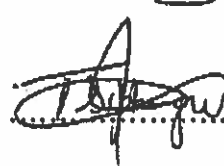
24. COST

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

1. 
2. 

THUS DONE AND SIGNED AT

ON THIS THE

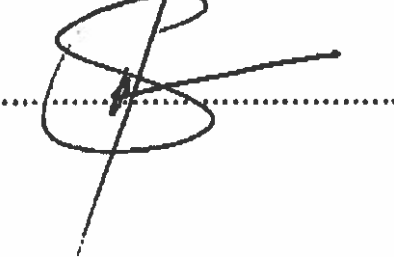
DAY OF

2017



AS WITNESSES


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

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



Annexure 11.5



119424

02/06/2017

BITOU EARLY CHILDHOOD DEVELOPM		CREDITOR NO.	
	B0014	R	350 000.00
INV NO:			
TOTAL INVOICE AMOUNT		R	350 000.00

[illegible]

Compiled by:
Principle Clerk

Principal Clerk

Checked by:
Accountant Expenditure

Accountant's Expense

Signed by:
Signatory A

Signature _____

Countersigned by:
Signatory B _____

Signature B



BITOU MUNICIPALITY

EXPENDITURE MANAGEMENT-CREDITOR'S PAYMENT CONTROL SHEET

DATE: 28 /04/2017

ORDER NUMBER: 379524

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*** |


CLERICAL CLERK*


MANAGER: EXPENDITURE

8/05/2017
DATE:

SNR CLERK: CREDITORS**

PRINCIPLE CLERK: CREDITORS***


ACCOUNTANT: EXPENDITURE

BITOU EARLY CHILDHOOD DEVELOPM
POSTNET
SUITE 71
PRIVATE BAG 1006
6600

B0014

26/04/2017

THANDOKAZI SIPHUNGU
Requisition No. 220432

FINANCIAL ASSISTANCE FOR 1 350000.00
NON-PROFIT ORGANIZATIONS FROM THE E

350000.00

BITOU MUNICIPALITY
SUPPLY CHAIN MANAGEMENT

2017-04-26

Private Bag X1002
Plettenberg Bay 6600
044 501 3000

BITOU MUNICIPALITY
EXPENDITURE RECEIVED

2017-04-28

SIGN

350000.00

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 PFPA; (Specifically reg.16 - TAX Clearance form amounts above R 10,000 - Treasury Circular No: 25 of 31 January 2005) 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 Any three (3) from different Department Dep. MM / C / Executive Director / Directors
R 50,001 up to R 200,000		Procurement No / 11487

Requisition No.: 11487

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

[illegible]

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

Request Number : : 220432 [Initial request]
Authorization Ref. : : 0
Archiving document : :
Contract ID : : 0
Request Type : Normal SCM process

Application Date : 09/04/2017
Applicant : TSIPHUNGU THANDOKAZI SIPHUNGU
Contact details:- Extension Number 3008
Cellphone Number
Fax Number

Captured by : TSIPHUNGU THANDOKAZI SIPHUNGU
Authorized by : ACROUTZ ALAN CROUTZ

AWAITING AUTHO:

Required by : 09/05/2017

Preferred supplier 1: Not yet determined
Reason :

Preferred supplier 2: Not yet determined
Reason :

Preferred supplier 3: Not yet determined
Reason :

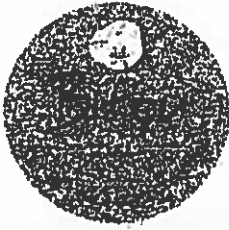
Delivery Instructions: ASAP

Total reserved value : 350000.00
Provisional SCM process : B1 R200.001 up to R10 million - Competitive bidding

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

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

R 350 000



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 Early Childhood Development Forum.....

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.)

Preschool / Educare Forum.....

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

069-626 - NPO.....

4. STREET ADDRESS

[REDACTED].....
[REDACTED].....

Kwanokuthula.....

5. POSTAL ADDRESS

Plettenberg Bay..... 6600.....
Postnet.....

[REDACTED].....
Private Bag 1006.....

Plettenberg Bay..... 6600.....

6. E-MAIL : [REDACTED].....

7. WARD NO.: 5.....

8. ERF NO./AREA: [REDACTED] / Kwanokuthula.....

9. TELEPHONE: 044 5338597..... 10. FAX:

11. OBJECTIVES OF YOUR ORGANISATION

- To provide a base from which principals of churches and fee primary schools in the Bitou area and surrounding
- Can lobby to government for subsidies & can share any problems experienced in their schools & organise speakers & workshops in order to stay informed w.r.b new developments.
 - * to remind them the child is the important one.
12. BRIEFLY EXPLAIN YOUR ORGANISATION'S INFRASTRUCTURE/ OPERATIONAL STRATEGIES TO ACHIEVE ITS OBJECTIVES

To have meetings

Bringing forward problems and challenges

Working hand in hand with the Municipality

Training Workshops - ECD Service Providers.

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

It is the foundation where the child

is born to become a well balanced

adult who will be able to be a role player

in the economy of South Africa.

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

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

Nokwezi Mabatyiwa (chairperson)

Louise Horke (Secretary)

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)

YES - Mainly Black and Coloured.

17. NUMBER OF REGISTERED MEMBERS : 32 MEMBERSHIP FEE 400 p.a.

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

MAZARS

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

lobby with government.

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: Bhai Eco Forum Bank: Standard Bank
Branch: Pretoria Bay Branch Code:
Account Number: Type of account: Current Acc.

21. AMOUNT OF ASSISTANCE REQUIRED (specify):
R1.5 mil.

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

Eco Resources (Indoor / Outdoor)
Office Equipment
Salaries
Security and maintenance

} See the Working document.

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

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

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

Municipal Rates Account No.:

Other Municipal Account No.:

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 N/A

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?

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 of the organisation,

I, Norwezi Mdalyulwa
ID No [REDACTED] declare that the information rendered in this
application form is correct, in every respect.

SIGNATURE: N Mdalyulwa

DATE: 04/02/2017

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

2016/17

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 Ncame

Tel: 044 – 501 3008 E-mail: DNcame@plett.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

1. Name

- 1.1 The Forum hereby constituted will be called Bitou Early Childhood Development Forum
- 1.2 Its shortened name will be BECDF
(Hereinafter referred to as the Forum).
- 1.3 Legal persona:
Non-liability of members
No executive member, of the forum shall incur any personal liability in respect of acts done in good faith by or on behalf / the forum

1.4 Body Corporate

The forum 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

2. Objectives

(a) The Forum's main objectives are to:

- The main object of the Forum is to provide a base from which principals of crèches and primary schools in the Bitou area and surroundings.
- * can lobby to government for subsidies
 - * can share any problems experienced in their schools
 - * to organize speakers and workshops in order to stay informed with regard to new developments in the world of ECD
 - * to continually remind them that the child is the important one, that the school is the foundation and that this is where the child is formed for his/her future.

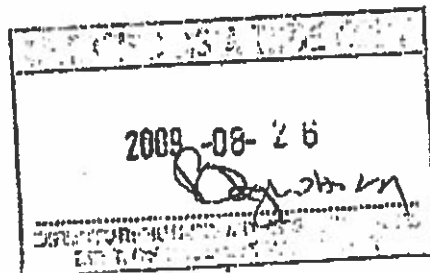
3. Income and property

3.1 The Forum will keep a record of everything it owns.

3.2 The Forum may not give any of its money or property to its members or office bearer. The payment must be a reasonable amount for the work that has been done.

3.3 A member of the Forum can only get money back from the forum for expenses that she or he has paid for or on behalf of the forum.

3.4 Members or office bearers of the forum do not have rights over things that belong to the forum same as 3.2



4. Membership and General Meetings

- 4.1 If a candidate wants to become a member of the forum, she or he will have to ask the forum's Management committee. The management committee has the right to say no.
- 4.2 Members of the forum must attend its annual general meetings. At the annual general meeting members exercise their right to determine the policy of the forum.
- 4.3 The initial membership fee shall be fifty rand (R50) per annum;
- 4.4. The initial amount may be increased from time to time. No notarial deed shall be required to increase the amount meaning that if the membership is to be increase it should be discussed in the general meeting.

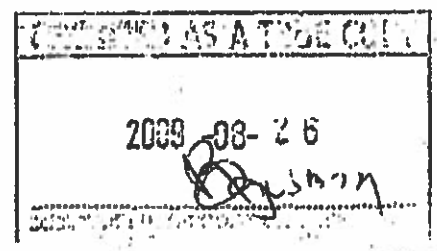
5. Management

- 5.1 A management committee will manage the forum. The management committee will be made up of not less than seven members. They are the office bearers of the forum.
- 5.2 Office bearers will serve for two years, but they can stand for re-election for another term in office after that. Depending on what kind of services they give to the forum, they stand for re-election into office again and again. This is so long as their services are needed and they are ready to give their services.
- 5.3 If a member of the management committee does not attend three management committee meetings in a row, without having applied for and obtaining leave of new member to take that Person's place.
- 5.4 The management committee will meet at least once a month. More than half of members need to be at the meeting to make decisions that are allowed to be carried forward. This constitutes a Quorum.
- 5.5 Minutes will be taken at every meeting to record the management committee's decisions. The minutes of each meeting will be given to management committee members at least two weeks before the next meeting. The management shall be confirmed as a true record of proceedings, by the next meeting of the management committee, and shall thereafter be signed by the chairperson.
- 5.6 The forum has the right to form sub-committees. The decisions that sub-committees take must be given to the management committee. The management committee must decide whether to agree to them or not at its next meeting. This meeting should take place soon after the sub-committee's meeting. By agreeing to decisions the management committee ratifies them.
- 5.7 All members of the forum have to abide by decisions that are taken by the management committee.

6. Office Bearers

The office bearers of the Forum shall include

- * Chairperson
- * Vice-chairperson
- * Treasurer



- * Secretary
- * Vice-secretary
- * Two additional members

All office bearers shall be elected bi annually at an Annual General Meeting of the Forum. They shall hold office until the next Annual General Meeting, where they can stand for re-election.

7. Powers of the Forum

The management committee may take on the power and authority that it believes it needs to be able to achieve the objectives that are stated in point number 2 of this constitution. Its activities must abide by the law.

7.1 The management committee has the power and authority to raise funds or to invite and receive contribution.

7.2 The management committee does, however, have the power to buy, hire or exchange for any property that it needs to achieve its objectives.

7.3 The management committee has the right to make by-laws for proper management, including procedure for application, approval and termination of membership.

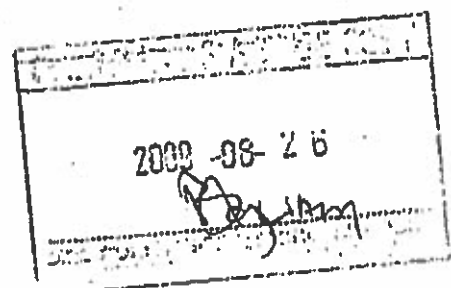
7.4 Forum will decide on the power and function of office bearers.

8. Duties of the Office Bearers

8.1 Chairperson

The chairperson, as leader of the forum, chairs the forum's entire meeting the she/he attends. She/he must:

- * see that the members stick to the rules and guidelines that are in the constitution;
- * chair meeting in such a way as to keep good order;
- * sign minutes of the meeting after members have agreed that the minutes are accurate
- * check that accounts show correct spending of the forum's money and agree to the accounts being paid
- * sign cheques on the forum's banking account or accounts
- * sign all funding agreement
- * generally supervise and keep a check on the forum's affairs
- * do other duties that the forum expects of its chairperson
- * make sure that the meeting takes place regularly as set down in the constitution
- * use her/his power to ask other officials and members of the forum and its committee to do certain duties and tasks if need be
- * work in a team spirit with other members of the forum
- * serve as ex-officio on all sub-committee. But when it comes to voting on issues in the sub committees, she/he may not vote
- * run the annual general meeting
- * see that the report is written



8.2 Vice-chairperson

The vice-chairperson takes over the chairperson's tasks and duties when she/he is not there. The vice-chairperson should keep in close contact with the chairperson.

The vice-chairperson must:

- * Take on duties and function that have been passed on to him/her
- * Serve as ex-officio on all sub-committees

If both the chairperson and the vice-chairperson do not attend a meeting, then the forum's members must elect a chairperson from amongst themselves to stand in on behalf of chairperson for the meeting.

8.3 Treasurer

The treasurer keeps a record of all the money that comes into the Forum. This includes e.g. membership fees, donations and money raised from fundraising donor funding. The treasurer also keeps a record of all the money that is spent by the Forum.

Treasurer must:

- * Keep proper record and minutes of what the Forum's receive, and what it spends.
- * Keep a proper list of names of members and donors.
- * write out, sign, keep a copy of, and give receipts for all money that the Forum receives.
- * Pay the Forum's accounts.
- * Be responsible for collecting the membership fees from all members.
- * Make sure that the Forum doesn't spend more money than it has.
- * Prepare the Forum's annual financial statements to present to the Annual General Meeting.

8.4 Secretary

The secretary is responsible for making sure that the forum's administration runs smoothly. She or he work closely with the chairperson and the vice-chairperson.

The secretary must:

- * Keep proper records and minutes of all meetings
- * Deal with letters and other correspondence that the Forum receives and sends.
- * Prepare and send out notices of all meetings of the Forum
- * Do other duties that she or he may be asked to do from time to time
- * Prepare the venue for meetings

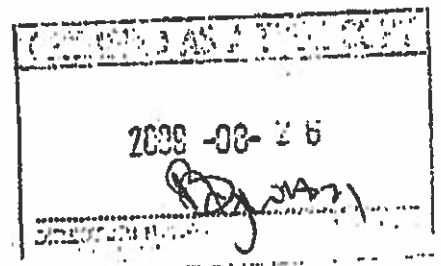
8.5 Vice-Secretary

- * Will be in charge of doing the secretary's duties when she or he is not available
- * Deal with letters and other correspondence that the forum receives and sends.

9. Meeting and Procedures of the Committee

9.1 The management committee must hold at least two ordinary meeting each year.

9.2 The chairperson, or two members of the committee, can call a special meeting if they want to. But they must let the other management committee members know the date of the proposed meeting not less than 21 days before it is due to take place. They must also tell the other members of the committee which issues will be discussed at the meeting. If, however, one of the matters to be discussed is to appoint a management committee member, then those calling the meeting must give the other committee members not less than 30 days notice.



- 9.3 The chairperson shall act as the chairperson of the management committee. If the chairperson does not attend a meeting, then members of the committee who are present choose which one of them will chair that meeting. This must be done before the meeting starts.
- 9.4 There shall be a quorum whenever such a meeting is held
- 9.5 When necessary, the management committee will vote on issues. If the votes are equal on an issue, then the chairperson has either a second or a deciding vote.
- 9.6 Minutes of all meetings must be kept safely and always be on hand for members to consult.
- 9.7 If the management committee 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. There must be at least three people on a sub-committee. The sub-committee must report back to the management committee on its activities. It should do this regularly.

10. Annual General Meeting

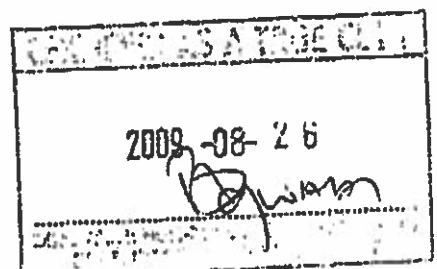
The annual general meeting must be held once every year, towards the end of the forum's financial year.

The forum 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 present previous meeting's minutes with matter 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

11. Finance

- 11.1 An accounting officer shall be appointed at the annual general meeting. His or her duty is to audit and check on the finances of the organization.
- 11.2 The treasurer's job is to control the day finances of the forum. The treasurer shall arrange for all funds to be put into a bank account in the name of the forum. The treasurer must also keep proper records of all the finances.
- 11.3 Whenever funds are taken out of the bank account, the chairperson and at least two other members of the forum must sign the withdrawal or cheque.
- 11.4 The financial year of the Forum ends on 31st March
- 11.5 The forum's accounting records and reports must be ready and handed to the director of Nonprofit Organization within six months after the financial year end.
- 11.6 If the forum 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 the forum can get securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985. The forum can go to different banks to seek advice on the way to look after its funds.



S.B.

A.A.



CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

Bitou Early Childhood Development Forum

.....
(name of the nonprofit organization)

meets the requirements for registration.

22 July 2009

The organisation's name was entered into the register on
(date)

Registration number

069-626-NPO

Director's signature

[Handwritten Signature]

22 July 2009

Date

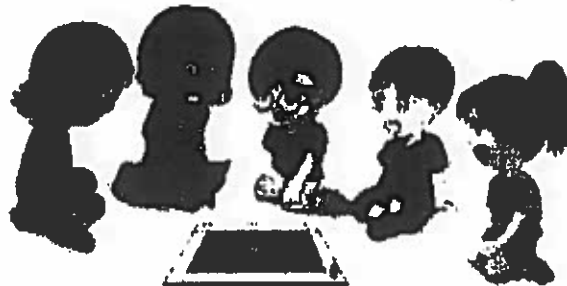
Department of Social



Development

BITOU ECD FORUM

NPO 069-626



WORKING DOCUMENT

DATA BASE RECEIVED FROM DSD

THE FORUM IS IN THE PROCESS OF UPDATING THE DATA

Postnet
Suite 71
Privatebag 1006
Plettenberg Bay
6600
Chairperson: Nonkululeko Lusu
Secretary: Louise Harker 044 5338597
FAX 044 5330618
EMAIL



PLETTENBERG BAY
PO BOX 81342 MARSHALLTOWN 2107

PLETTENBERG BAY
SHOP 84, LEVEL 3, MELLVILLE CR
CNR MAIN AND STRAND STREET
PLETTENBERG BAY
6600
Customer Care Centre: 0860 101 341

PLETTENBERG BAY
PO BOX 81342
MARSHALLTOWN
GAUTENG
2107

14 February 2012
814915100

THE TREASURER
BITOU EARLY CHILDHOOD DEVELOP
PO BOX 2510
PLETTENBERG BAY
6600

PLETTENBERG BAY 0714
MONTHLY MAIL

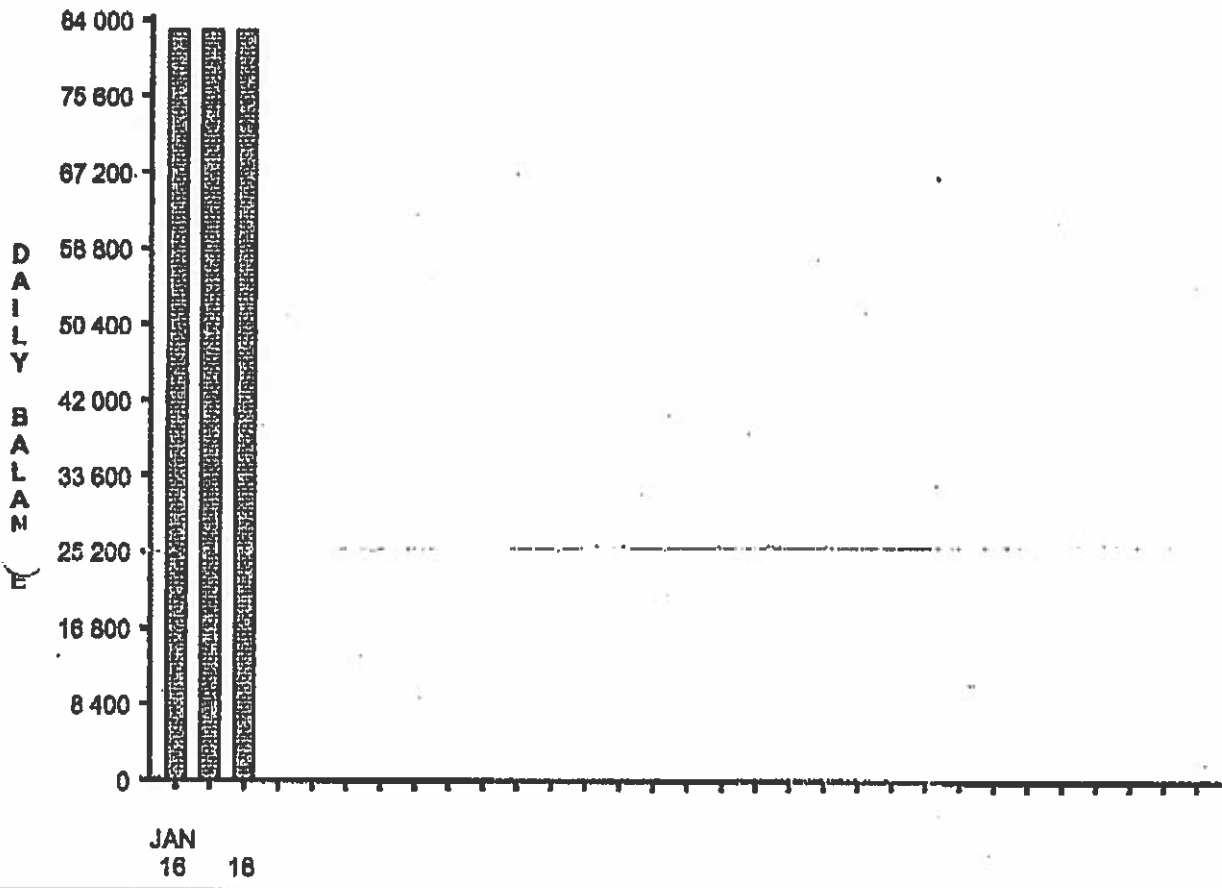
Statement No 21
VAT Reg. No.
Page 2 of 3

Statement Frequency MONTHLY
Statement from 16 January 2012 to 14 February 2012

BUSINESS CURRENT ACCOUNT

Account Number

DAILY BALANCE ANALYSIS



Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

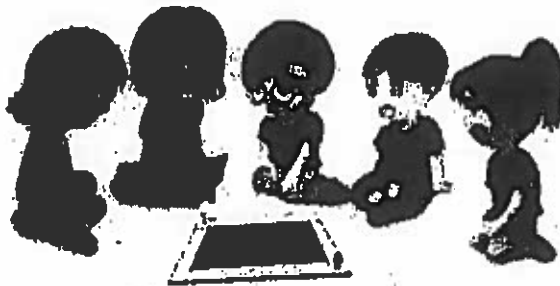
The Standard Bank of South Africa Limited (Reg. No. 1982/000738/08). Authorised financial services provider.
VAT Reg No. 4100105401 Registered credit provider (NCRCP15).

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.

RPT09507 2006-08

BITOU ECD FORUM

NPO 069-626



Bitou ECD Forum

The Bitou ECD Forum is comprised of the following bodies:

Bitou ECD Forum Treasury

These elected members will ensure the dispersal of funds is carried out according to the submitted budget and following the correct procedures and financial management systems.

Bitou ECD Forum Executive

There are 7 members on the Executive who will be responsible for receiving the applications from individual crèches and approving the funding requests to be forwarded to Treasury. Once the funds is dispersed to the crèches these members will draw up a detailed report on the funding.

Bitou ECD Forum Members

These are all principals of crèches, home base creches and preschools serving the needs of preschool children.

The budget accommodates the needs of all the centers who are the membership of the Bitou ECD Forum

- Appendix A: List of Bitou ECD Forum Members (list to be completed on full registration with Forum)
- Appendix B: Working Document - Updating of data base
- Appendix C: Minutes of The AGM
- Appendix D: Annual Financial Statements
- Appendix E: Auditors Schedule of outstanding invoices

Postnet

Suite 71

Privatebag 1006

Plettenberg Bay

6600

Chairperson: Nonkululeko Lusu

Secretary: Louise Harker 044 5338597

FAX 044 5330618

EMAIL:

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


DALUXO
MANAGER: OFFICE OF THE POLITICAL BEARES

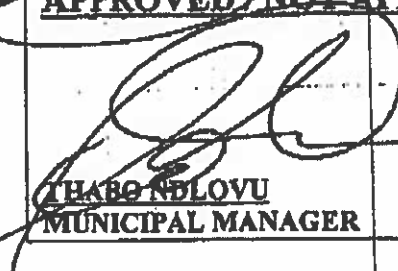
SUPPORTED/NOT SUPPORTED

COMMENTS: BUDGET AND TREASURY OFFICES

Funding available: YES / NO


GERT GROENEWALD
ACTING CHIEF FINANCE OFFICER

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	# 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 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



DALUXOTO NCAME

MANAGER : OFFICE OF THE EXECUTIVE MAYOR

**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 EARLY CHILDHOOD DEVELOPMENT
FORUM**

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1. PARTIES

The parties to this Agreement are :-

- 1.1 The BITOU EARLY CHILDHOOD DEVELOPMENT FORUM herein represented by Nokwezi Mdatywulwa in her capacity as Chairperson of the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM;
- 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM for the period 15 April 2017 until 30 June 2017, the current financial year.
- 3.2 The Municipality measures BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 350 000.00 (Three Hundred and Fifty 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 EARLY CHILDHOOD DEVELOPMENT FORUM as a once off payment of R 350 000.00 (Three Hundred and Fifty Thousand Rand) for the applicable Municipal fiscal year.
- 5.3 The transfer payment shall be utilized for items listed in Annexure "A".

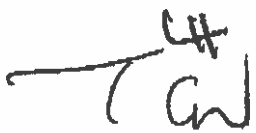
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6. DURATION OF THE AGREEMENT

- 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.

7. OBLIGATIONS OF THE BITOU EARLY CHILDHOOD DEVELOPMENT FORUM

- 7.1 It is recorded that the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM financial year.
- 7.10 A comprehensive report shall be submitted by the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 found that the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM is guilty of unlawful conduct or negligence, the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM shall forfeit its right to benefit from the transfer payment. If such a situation arises, the Municipality shall request the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM to record the utilization of the funds.

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10.2 At the Municipality's written request, the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 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.

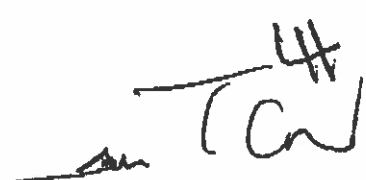
12.3 In the event where an issue remains unresolved, any of the parties may upon notice to the other, declare a dispute and refer the dispute to a single arbitrator in accordance and subject to the provisions of the Arbitration Act 1965 (Act 42 of 1965), or any re-enactment or amendment thereto.

13. DOMICILIUM CITANDI ET EXECUTANDI

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

13.1 The Municipality:
Physical address:
Postal Address:
Telefax Number:
Telephone number:
Email Address:

1 Sewell Street, Plettenberg Bay, 6600
Private Bag X1002, Plettenberg Bay, 6600
044 5333 485
044 501 3000
admin-bitou@plett.gov.za

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Nominated Representatives: TC Ndlovu Municipal Manager

13.2 BITOU EARLY CHILDHOOD DEVELOPMENT FORUM:

Physical address: Erf 7201 Sishuba Street Kwanokuthula Plettenberg Bay

Postal Address: PO BOX 71 Plettenberg Bay 6600

Telefax Number:

Telephone number: 0445338597

Email Address:

Nominated Representative; Nokwezi Mdatyulwa

- 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM indemnifies the Municipality against any claims which may arise as a result of BITOU EARLY CHILDHOOD DEVELOPMENT FORUM non-compliance with any provision of this Agreement or any negligent act or omission by the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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.

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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

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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.

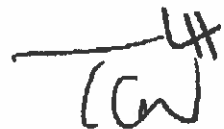
18.2 BITOU EARLY CHILDHOOD DEVELOPMENT FORUM shall not, under any circumstances whatsoever reproduce, copy or use the Municipality's corporate identity or permit the use of Municipality's Intellectual Property by any third party, except as otherwise provided for herein and without the Municipality's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

18.3 The BITOU EARLY CHILDHOOD DEVELOPMENT FORUM (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 EARLY CHILDHOOD DEVELOPMENT FORUM 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 EARLY CHILDHOOD DEVELOPMENT FORUM 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

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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.

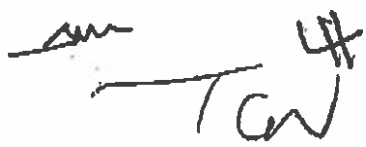
19.3 The VOLUNTARY ASSOCIATION shall not any time during the terms of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the parties or the subject matter 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 EARLY CHILDHOOD DEVELOPMENT FORUM.

20. **LIMITATION OF LIABILITY**

20.1 The Municipality shall not be liable to the BITOU EARLY CHILDHOOD DEVELOPMENT FORUM 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**

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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 EARLY CHILDHOOD DEVELOPMENT FORUM 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.

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
21 DAY OF May 2016 2017

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AS WITNESSES

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T C NLOVU
MUNICIPAL MANAGER

1. Amun

2.

THUS DONE AND SIGNED AT Plettenberg Bay ON THIS THE

DAY OF 24 April 2017

AS WITNESSES

J. H. H. H.

(Duly Authorized Representative)

1. Emile Kruger OK

2. ABM