

ISAZISO SENJONGO YESICELO SEBHUNGA SOKUNGENA KWISIVUMELWANO SOKUSEBENZISANA NABANTU IZICELO ZABO ZENKXASO-MALI ZIPHUMELELEYO NGOKWENZA UMSEBENZI KA MASIPALA NGENGENKCAZELO ECACILEYO NGOKOMTHETHO KA MASIPALA EKUBHEKISELELE KWINKXASO NGEZEZIMALI KUBANTU ABENZA UMSEBENZI KA MASIPALA EFUNDEKA NGOLUHLOBO, KWICANDELO LAMASHUMI ASIBHOZO (ISIBINI) [80(2)] YORHULUMENTE WASEMAKHAYA: SYSTEMS ACT, AMASHUMI AMATHATHU ANESIBINI (32) WONYAKA KA 2000.

Esi sisaziso senjongo yesicelo sebhunga sokungena kwisivumelwano sokusebenzisana nabantu izicelo zabo zenkxaso-mali ziphumeleleyo ngokwenza umsebenzi ka Masipala ngengekcazelo ecacileyo ngokomthetho ka Masipala ekubhekiselele kwinkxaso ngezezimali kubantu abenza umsebenzi ka Masipala efundeka ngoluhlobo, kwicandelo lamashumi asibhozo (isibini) [80(2)] yorhulumente wasemakhaya: Systems Act, amashumi amathathu anesibini (32) wonyaka ka 2000.

Amawebhu ayafumaneka kwezi ndawo zilandelayo:

- I ofisi ka Masipala , Plein Street, Stellenbosch.
- Iofisi kaMasipala , Huguenot Road , Franschhoek
- Iofisi ka Masipala Main Road, Pniel
- Kwi ofisi zee Wadi
- Ithala lencwadi, Plein Street, Stellenbosch
- Ithala lencwadi, Sonnebloem Street, Idas Valley, Stellenbosch
- Ithala lencwadi, Vredelust Street, Cloeteville, Stellenbosch
- Ithala lencwadi, Masithandane Street, Kayamandi, Stellenbosch
- Ithala lencwadi, Main Road, Pniel
- Ithala lencwadi, Reservoir Street West, Franschhoek

Imali eyabelwe izicelo zabantu abaphumeleleyo.

- | | |
|--|---------------|
| • Stellenbosch 360 | R1 010 210.00 |
| • Franschhoek Wine Valley | R700 060.00 |
| • Dwarsrivier Tourism Office | R249 395.00 |
| • Stellenbosch Entrepreneur & Enterprise Development | R240 000.00 |
| • Franschhoek Animal Welfare | R171 993.60 |

Amawebhu anenkukacha ezigcweleyo ayafumaneka kwi sayithi yonxibelelwano Egunyazisiweyo kamasipala (website) www.stellenbosch.gov.za

Nabani na ofuna ukuphefumla malunga nenjongo yesicelo sebhunga sokungena kwisivumelwano sokusebenzisana nabantu izicelo zabo zenkxaso-mali ziphumeleleyo ngokwenza umsebenzi ka Masipala ngengekcazelo ecacileyo ngokomthetho ka Masipala ekubhekiselele kwinkxaso ngezezimali kubantu abenza umsebenzi ka Masipala efundeka ngoluhlobo, kwicandelo lamashumi asibhozo (isibini) [80(2)] yorhulumente wasemakhaya: Systems Act, amashumi amathathu anesibini (32) wonyaka ka 2000 kufuneka abhale phantsi izimvo zakhe ezo aze azithumele kuledilesi ibhaliweyo apha nezantsi. Phambi kwentsimbi yesine emvakwemini ngomhla wamashumi amabini anesine kwinyanga yoKwindla kulo umiyo unyaka ka 2014 (24 Matshi 2014).

Nabani na ongakwaziyo ukubhala ,kufuneka aqhakamshelane no Mnumzana Widmark Moses, iManejala: Wokuphuhliswa koqoqoshe nokhenketho e58 Andriga Street, Stellenbosch, ozakukunceda ngokubhalela izimvo zakho.

Yonke Imbhalelwano mayithunyelwe kule adresi:

Ku Mphathi ka Masipala, izimvo malunga nenjongo yesicelo sebhunga sokungena kwisivumelwano sokusebenzisana nabantu izicelo zabo zenkxaso-mali ziphumeleleyo ngokwenza umsebenzi ka Masipala ngengekcazelo ecacileyo ngokomthetho ka Masipala ekubhekiselele kwinkxaso ngezezimali kubantu abenza umsebenzi ka Masipala efundeka ngoluhlobo, kwicandelo lamashumi asibhozo (isibini) [80(2)] yorhulumente wasemakhaya: Systems Act, amashumi amathathu anesibini (32) wonyaka ka 2000 zifakwe kwiOfisi yoMaphathi ka Masipala, kumgangatho wesithathu, Kwisakhiwo esikhulu sika masipala eSTELLENBOSCH, 7600.

UMPHATHI KA MASIPALA
EC LIEBENBERG

(11 Matshi 2014)

KENNISGEWING VAN DIE VOORGENOME BEDOELING VAN DIE RAAD OM OOREENKOMSTE TE TEKEN MET SUKSESVOLLE APPLIKANTE VIR DIE BEFONDSING VAN ENTITEITE WAT 'N MUNIPALE FUNKSIE VERRIG SOOS VERVAT IN DIE BELEID VIR DIE BEFONDSING VAN ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG, SAAMGELEES MET ARTIKEL 80(2) VAN DIE WET OP PLAASLIKE REGERING (MUNISIPALE STELSLS, WET 32 VAN 2000)

Kennis geskied hiermee dat die voorgenome bedoeling van die Raad om ooreenkomste te teken met suksesvolle applikante vir die befondsing van Entiteite wat 'n Munisipale Funksie Verrig soos vervat in die Beleid vir die Befondsing van Entiteite wat 'n Munisipale Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering (Munisipale Stelsels, Wet 32 van 2000) . Voormelde tesame met die lys van suksesvolle applikante en ontwerp ooreenkomste, soos goedgekeur deur die Toekennings Komitee op 3 Maart 2014, ter insae lê vir publieke inspeksie en kommentaar.

Die dokumente is by die volgende plekke ter insae beskikbaar:

- Munisipale Kantore, Plein Straat , Stellenbosch
- Munisipale Kantore, Hugenootweg, Franschhoek
- Munisipale Kantore, Hoofweg, Pniel
- Alle Wykskomitee-kantore
- Biblioteek Pleinstraat, Stellenbosch
- Biblioteek, Sonneblomstraat, Idasvallei, Stellenbosch
- Biblioteek, Vredeluststraat, Cloeteville, Stellenbosch
- Biblioteek, Masithandanestraat, Kayamandi, Stellenbosch
- Biblioteek, Hoofstraat, Pniel
- Biblioteek, Reservoirstraat-Wes, Franschhoek

Voorgenome allokasie vir die suksesvolle aansoekers:

- | | |
|--|---------------|
| • Stellenbosch 360 | R1 010 210.00 |
| • Franschhoek Wine Valley | R700 060.00 |
| • Dwarsrivier Toerisme Kantoor | R249 395.00 |
| • Stellenbosch Entrepreneur & Enterprise Development | R240 000.00 |
| • Franschhoek Diere Beskerming | R171 993.60 |

Aflaaibare afskrifte van die dokumente is beskikbaar op die Munisipaliteit se amptelike webwerf: www.stellenbosch.gov.za

Enige kommentaar of insette ten opsigte van die voorgenome bedoeling van die Raad om ooreenkomste te teken met suksesvolle applikante vir die befondsing van Entiteite wat 'n Munisipale Funksie Verrig soos vervat in die Beleid vir die Befondsing van Entiteite wat 'n Munisipale Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering: Munisipale Stelsels(Wet 32 van 2000) moet skriftelik aan die hierondergemelde adres gerig word voor of op die 24 Maart 2014 teen 16h00.

Enige persoon wat nie kan skryf nie kan gedurende kantooreure kom na Mnr Widmark Moses, Bestuurder: Plaaslike Ekonomiese Ontwikkeling & Toerisme, Andringastraat 28, Stellenbosch, wie daardie persoon sal help om die persoon se kommentaar of vertoë af te skryf.

Alle korrespondensie moet geadresseer word aan:

Die Munisipale Bestuurder: ***Kommentaar op die voorgenome bedoeling van die Raad om ooreenkomste te teken met suksesvolle applikante vir die befondsing van Entiteite wat 'n Munisipale Funksie Verrig soos uiteengesit in die Beleid vir die Befondsing van Entiteite wat 'n Munisipale Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering: Munisipale Stelsels(Wet 32 van 2000)***, Pleinstraat 17, Kantoor van die Munisipale Bestuurder, Derde Vloer, Hoofgebou, STELLENBOSCH, 7600.

MUNISIPALE BESTUURDER
EC LIEBENBERG
11 Maart 2014

NOTICE OF THE PROPOSED INTENTION OF COUNCIL TO ENTER INTO SERVICE LEVEL AGREEMENTS WITH THE SUCCESSFUL APPLICANTS FOR FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION AS PROVIDED BY THE POLICY FOR THE FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT: SYSTEM ACT , 32 OF 2000.

Notice is hereby given of the proposed intention of Council to enter into Service Level Agreements with the successful applicants for Funding of External Bodies Performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function read with section 80(2) of the Local Government: System Act, 32 of 2000. The draft agreements together with the list of successful applicants as approved by the Grant Committee held on 3rd March 2014 are available for public comment.

The documents are available for perusal at the following venues:

- Municipal Office; Plein Street, Stellenbosch
- Municipal Office, Hugenote Road, Franschhoek
- Municipal Office, Main Road, Pniel
- Ward Offices
- Library, Plein Street, Stellenbosch
- Library, Sonneblom Street, Idas Valley, Stellenbosch
- Library, Vredelust Street, Cloeteville, Stellenbosch
- Library, Masithandane Street, Kayamandi, Stellenbosch
- Library, Main Road, Pniel
- Library, Reservoir Street-West, Franschoek

Proposed allocations for the successful applications:

- | | |
|--|---------------|
| • Stellenbosch 360 | R1 010 210.00 |
| • Franschhoek Wine Valley | R700 060.00 |
| • Dwarsrivier Tourism Office | R249 395.00 |
| • Stellenbosch Entrepreneur & Enterprise Development | R240 000.00 |
| • Franschhoek Animal Welfare | R171 993.60 |

Downloadable copies of the documents are available on the Municipal's official website at: www.stellenbosch.gov.za

Any person wishing to comment on the proposed intention of Council to enter into Service Level Agreements with the successful applicants for Funding of External Bodies Performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function, read with section 80(2) of the Local Government: System Act, 32 Of 2000 must do so in writing to the below mentioned address on or before 16h00 on 24 March 2014.

Any person who cannot write may come during office hours to Mr Widmark Moses, Manager: Local Economic Development & Tourism, 28 Andringa Street, Stellenbosch who will assist that person to transcribe that person's comments or representations.

All correspondence should be address to:

The Municipal Manager: ***Comment on the proposed intention of Council to enter into Service Level Agreements with the successful applicants for Funding of External Bodies Performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function read with section 80(2) of the Local Government: System Act, 32 Of 2000, at the, Office of the Municipal Manager, Third Floor, Main Building, Stellenbosch, 7600.***

MUNICIPAL MANAGER
EC LIEBENBERG
11 March 2014

MEMORANDUM OF AGREEMENT

Entered into by and between

THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER**, she being duly authorised thereto (hereinafter referred to as "the **Municipality**")

AND

STELLENBOSCH ENTREPRENEUR & ENTERPRISE DEVELOPMENT

Herein represented by **KIM KLIR** in her capacity as **MANAGING DIRECTOR**, he/she being duly authorised thereto (hereinafter referred to as "the **Beneficiary**")

WHEREAS the **Municipality** has agreed to allocate the sum of **R 240 000.00**

(Two Hundred and Forty Thousand Rand) to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in the attached as **Appendix A**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **Municipality** shall effect payment of the sum of **R240 000.00 (Two Hundred and Forty Thousand Rand)** to the **Beneficiary** in a lump sum and the **Beneficiary** accepts the money allocated, subject to the following terms and conditions.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14(fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.
3. The **Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place to guard against fraud, theft and financial mismanagement.
4. The **Beneficiary** is obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the **Municipality's** assessment process.
5. **The Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. **The Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. **The Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
8. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the purpose/expenditure as listed in Appendix "A".
9. The parties agree that in the event that the funds are not utilized for the purpose for which it was allocated within 3 (months) after the funds were deposited into the bank account of the **Beneficiary**, all funds paid by the **Municipality** must immediately be refunded to the **Municipality**, with all interest accrued.
10. **The Beneficiary** undertakes to retain all expenditure vouchers, including cashed cheques, indicating the expenditure, etc. for audit purposes.

11. The **Beneficiary** undertakes to submit to the **Municipality (Director: Planning & Development)** monthly reports reflecting expenditure incurred against the funds deposited. The **Municipality** retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from the **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** (for Attention: **(Director: Planning & Development)**) within three months of the end of the **Beneficiary's** financial year in respect of the financial years for which this agreement is or remains in force.
13. **The Beneficiary**, at least annually, must submit a comprehensive report, prepared by its Director, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
 - the functions and objectives of the **Beneficiary** organisation provided for by law or in terms of this agreement;
 - the extent to which the **Beneficiary** achieved the objectives for which the funds have been provided; and
 - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilization of the funds.
14. In the event that the **Beneficiary** does not comply with any or all of the conditions as set out in this agreement, including Appendix "A" attached hereto, the **Municipality** shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, without detriment to any other remedy which may be available to it in law.
15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary: Stellenbosch Entrepreneur & Enterprise
118 A Masithandane Street
Kayamandi
7600

Development

The Municipality: Office of the Municipal Manager
Third Floor
Town Hall Complex
17 Plein Street
Stellenbosch
7600

Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) working days after the service of the notice in question;

Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager, to be deemed to have been effectively delivered or served.

16. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
17. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
18. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED ATON THIS DAY OF 2014

THE MUNICIPALITY
(Name in capital letters) Duly represented by in her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

SIGNED ATON THIS DAY OF MARCH 2014

THE BENEFICIARY
(Name in capital letters) Duly represented by
.....in her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

MEMORANDUM OF AGREEMENT

Entered into by and between

THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER** she being duly authorised thereto (hereinafter referred to as "the **Municipality**")

AND

STELLENBOSCH 360

Herein represented by **ANNEMARIE FERNS** in her capacity as **CHIEF EXECUTIVE OFFICER**, she being duly authorised thereto (hereinafter referred to as "the **Beneficiary**")

WHEREAS the **Municipality** has agreed to allocate the sum of **R 1 010 210.00**

(One million and Ten Thousand Two Hundred and Ten Rand) to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in **Appendix A**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **Municipality** shall effect payment of the sum of **R1 010 210.00 (One million and Ten Thousand Two Hundred and Ten Rand)** to the **Beneficiary** in a lump sum and the **Beneficiary** accepts the money allocated, subject to the following terms and conditions.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14(fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.
3. **The Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place to guard against fraud, theft and financial mismanagement.
4. **The Beneficiary** are obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of **the Municipality's** assessment process.
5. **The Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. **The Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. **The Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
8. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the purpose/expenditure as listed in Appendix "A".
9. The parties agree that in the event that the funds are not utilized for the purpose for which it was allocated within 3 (three) months after the funds were deposited into the bank account of the **Beneficiary**, all funds paid by the **Municipality** must immediately be refunded to the **Municipality**, with all interest accrued.

10. **The Beneficiary** undertakes to retain all expenditure vouchers, including cashed cheques, indicating the expenditure, etc. for audit purposes.
11. The **Beneficiary** undertakes to submit to the **Municipality (Director: Planning & Development)** monthly reports reflecting expenditure incurred against the funds deposited. The **Municipality** retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from the **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** (for Attention: the **(Director: Planning & Development)**) within three months of the end of the **Beneficiary's** financial year in respect of the financial year/s for which this agreement is or remains in force.
13. **The Beneficiary**, at least annually, must submit a comprehensive report, prepared by its Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
 - the functions and objectives of the **Beneficiary** organisation provided for by law or in terms of this agreement;
 - the extent to which the **Beneficiary** achieved the objectives for which the funds have been provided; and
 - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilization of the funds.
14. In the event that the **Beneficiary** does not comply with any or all of the conditions as set out in this agreement including Appendix "A" attached hereto, the **Municipality** shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, without detriment to any other remedy which may be available to it in law.
15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary: Stellenbosch 360NPC
36 Market Street
Stellenbosch
7600

The Municipality: Office of the Municipal Manager
Third Floor
Town Hall Complex
17 Plein Street
Stellenbosch
7600

Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) working days after the service of the notice in question;

Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager, to be deemed to have been effectively delivered or served.

- 16. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
- 17. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
- 18. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED ATON THIS DAY OF MARCH 2014

THE MUNICIPALITY
(Name in capital letters) Duly represented by in her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

SIGNED ATON THIS DAY MARCH OF 2014.

THE BENEFICIARY
(Name in capital letters) Duly represented by
.....in her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

MEMORANDUM OF AGREEMENT

Entered into by and between

THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER**, she being duly authorised thereto (hereinafter referred to as "the **Municipality**")

AND

FRANSSCHOEK SPCA

Herein represented by **MAGGI MARJORAM** in her capacity as **CHAIRPERSON**, she being duly authorised thereto (hereinafter referred to as "the **Beneficiary**")

WHEREAS the **Municipality** has agreed to allocate the sum of **R 171 993.60**

(One Seventy one Thousand Nine Hundred and ninety three Rand sixty cents) to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in the attached as **Appendix A**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **Municipality** shall effect payment of the sum of **R171 993.60 (One Seventy one Thousand Nine Hundred and Ninety Three Rand Sixty Cents)** to the **Beneficiary** in a lump sum and the **Beneficiary** accepts the money allocated, subject to the following terms and conditions.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14(fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.
3. The **Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place in guard against fraud, theft and financial mismanagement.
4. The **Beneficiary** is obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the **Municipality's** assessment process.
5. The **Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. The **Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. The **Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
8. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilised for the purpose/expenditure as listed in Appendix "A".
9. The parties agree that in the event that the funds are not utilized for the purpose for which it was allocated 3 (three) months after the funds were deposited into the bank account of **the Beneficiary**, all funds paid by the **Municipality** must immediately be refunded to the **Municipality**, with all interest accrued.

10. The **Beneficiary** undertakes to retain all expenditure vouchers, including cashed cheques, indicating the expenditure, etc. for audit purposes.
11. The **Beneficiary** undertakes to submit to the **Municipality (Director: Planning & Development)** monthly reports reflecting expenditure incurred against the funds deposited. The **Municipality** retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** (for Attention the: **(Director: Planning & Development)**) within three months of the end of the **Beneficiary's** financial year in respect of the financial years for which this agreement is or remains in force.
13. The **Beneficiary**, at least annually, must submit a comprehensive report, prepared by its, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
 - the functions and objectives of the **Beneficiary** organisation provided for by law or in terms of this agreement;
 - the extent to which the **Beneficiary** achieved the objectives for which the funds have been provided; and
 - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilization of the funds.
14. In the event that the **Beneficiary** does not comply with any or all of the conditions as set out in this agreement, including **Appendix "A"** attached hereto, the **Municipality** shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, without detriment to any other remedy which may be available to it in law.
15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary: Franschhoek SPCA
Franschhoek Centre
Main Road
Franschhoek
7690

The Municipality: Office of the Municipal Manager
Third Floor
Town Hall Complex
17 Plein Street
Stellenbosch
7600

Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) working days after the service of the notice in question;

Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager, to be deemed to have been effectively delivered or served.

- 16. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
- 17. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
- 18. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED ATON THIS DAY OF March 2014

THE MUNICIPALITY
(Name in capital letters) Duly represented by In her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

SIGNED ATON THIS DAY OF March 2014

THE BENEFICIARY
(Name in capital letters) Duly represented by
.....in her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

MEMORANDUM OF AGREEMENT

Entered into by and between

THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER**, she being duly authorised thereto (hereinafter referred to as "the **Municipality**")

AND

FRANSCHOEK WINE VALLEY

Herein represented by **JENNIFER PRINSLOO** in her capacity as **CHIEF EXECUTIVE OFFICER**, she being duly authorised thereto (hereinafter referred to as "the **Beneficiary**")

WHEREAS the **Municipality** has agreed to allocate the sum of **R 949 455.00**

(Nine Hundred and Forty Nine Thousand Four Hundred and Fifty Five Rand) to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the **Beneficiary** acknowledge that Dwarsrivier Tourism Office will be included and operate as a special project under this agreement.

WHEREAS the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in the attached as **Appendix "A"** for Franschhoek Wine Valley Tourism Association and as **Appendix "B"** for the Dwarsrivier Tourism Office.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **Municipality** shall effect payment of the sum of **R949 455.00 (Nine Hundred and Forty Nine Thousand Four Hundred and Fifty Five Rand)** to the **Beneficiary** in a lump sum of which **R249 395.00 (Two Hundred and Forty Nine Thousand Three Hundred and Ninety Five Rand)** will be utilized for the Dwarsrivier Tourism Office as a special project of the Franschhoek Wine Valley Tourism Association under this agreement.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14 (fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.
3. **The Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place to guard against fraud, theft and financial mismanagement.
4. **The Beneficiary** is obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the **Municipality's** assessment process.
5. **The Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. **The Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. **The Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
8. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the purpose/expenditure as listed in **Appendix "A" and "B"**.

9. The parties agree that in the event that the funds are not utilized for the purpose for which it was allocated within 3 (three) months after the funds were deposited into the bank account of the **Beneficiary**, all funds paid by the **Municipality** must immediately be refunded to the **Municipality**, with all interest accrued.
10. **The Beneficiary** undertakes to retain all expenditure vouchers, including cashed cheques, indicating the expenditure, etc. for audit purposes.
11. The **Beneficiary** undertakes to submit to the **Municipality (Director: Planning & Development)** monthly reports reflecting expenditure incurred against the funds deposited. The **Municipality** retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from the **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** (for the Attention: **(Director: Planning & Development)**) within three months of the end of the **Beneficiary's** financial year in respect of the financial years for which this agreement is or remains in force.
13. **The Beneficiary**, at least annually, must submit a comprehensive report, prepared by its, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
 - the functions and objectives of the **Beneficiary** organisation provided for by law or in terms of this agreement;
 - the extent to which the **Beneficiary** achieved the objectives for which the funds have been provided; and
 - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilization of the funds.
14. In the event that the **Beneficiary** does not comply with any or all of the conditions as set out in this agreement, including **Appendix "A" and "B"** attached hereto, the **Municipality** shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, without detriment to any other remedy which may be available to it in law.
15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary: Franschhoek Wine Valley Tourism
62 Huguenot Road
Franschhoek
7690

Association

The Municipality: Office of the Municipal Manager
Third Floor
Town Hall Complex
17 Plein Street
Stellenbosch
7600

Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) working days after the service of the notice in question;

Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager, to be deemed to have been effectively delivered or served.

- 16. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
- 17. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
- 18. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED ATON THIS DAY OF March 2014

THE MUNICIPALITY
(Name in capital letters) Duly represented by In her capacity as

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....
(Name in capital letters)

SIGNED ATON THIS (Name in capital letters)
..... DAY OF March 2014

THE BENEFICIARY
(Name in capital letters) Duly
represented by
.....
.....in her capacity as
.....
.....

AS WITNESSES:

1.
.....
(Name in capital letters)

2.
.....