

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024



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6570

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Notice is hereby given, in terms of Section 19(b) of the Local Government: Municipal Systems Act, 32 of 2000 as amended, that a **SPECIAL MEETING** of the **MUNICIPAL COUNCIL** of Knysna Municipality will be held in the Council Chambers on **MONDAY, 9 SEPTEMBER 2024 at 10:00** to consider the business set forth in the attached agenda.

Kennis geskied hiermee as gevolg van Artikel 19(b) van die Plaaslike Regering : Munisipale Stelsels Wet, 32 van 2000, dat 'n **SPESIALE VERGADERING** van die **MUNISIPALE RAAD** van Knysna Munisipaliteit in die Munisipale Raadsaal op **MAANDAG, 9 SEPTEMBER 2024 om 10:00** gehou sal word ten einde sake soos uiteengesit in die aangehegte agenda te oorweeg.

Ibhunga lika**MASIPALA** waseKnysna lazisa ngomthetho okwisolotya 19(b) wenkqubo mgaqo olawula oMasipala, 32 of 2000, njengoko utshintshiwe, **NGENTLANGANISO EKHETHEKILEYO** ye**BHUNGA** lika**MASIPALA** waseKnysna eyakubanjelwa **NGOMVULO, NGOMHLA WE 9 EYOMSINTSI 2024** ngentsimbi ye **10:00** umba iyakuba lushishino oluchazwe kwi-agenda.

CLLR MD SKOSANA

The Speaker
Die Speaker
Usomlomo

PHAAHLE SIMON MALEPENG

Acting Municipal Manager
Waarnemende Munisipale Bestuurder
Bambela Mphathi kaMasipala

Date : 28 August 2024

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1. **OPENING AND WELCOMING**
2. **SILENT PRAYER**
3. **ATTENDANCE OF MEMBERS**
 - 3.1 **COUNCILLORS PRESENT**
 - 3.2 **COUNCILLORS WITH LEAVE**
 - 3.3 **COUNCILLORS WITHOUT LEAVE**
4. **NOTING THE PROVISIONS OF SCHEDULE 1 (CODE OF CONDUCT FOR COUNCILLORS) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 2000**
5. **DISCLOSURE OF INTERESTS BY COUNCILLORS**

6. NEW MATTERS SUBMITTED BY THE MUNICIPAL MANAGER

6.1

SC01/09/24 APPOINTMENT OF AN ACTING MUNICIPAL MANAGER
--

REPORT FROM THE EXECUTIVE MAYOR

PURPOSE OF THE REPORT

To recommend to the Municipal Council the appointment of an Acting Municipal Manager for a period of three (3) months.

BACKGROUND

Council at its meeting held on 13 June 2024 resolved to appoint Mr Phaahle Simon Malepeng as the Acting Municipal Manager for a period of 3 months or until the vacancy is filled, whichever period comes first.

The MEC responded by expressing his satisfaction with the appointment as per the letter received on 12 July 2024.

As a result of the abovementioned limitation in period, Council will need to appointment an Acting Municipal Manager.

Clause 54A(2)(a) of the Act No. 3 of 2022, Local Government Municipal Systems Act, Amendment, states as follows:

“(2A) (a) A person appointed in terms of subsection (1)(b) may not be appointed to act for a period that exceeds three months.

(b)A municipal council may, in special circumstances and on good cause shown, apply in writing to the MEC for local government to extend the period of appointment contemplated in paragraph (a), for a further period that does not exceed three months.”

It should also be noted that in terms of Clause 12(4)(a) of Government Gazette, No. 37245, the Municipal Manager forms the Chairperson of the selection panel of the four vacancies of Directors, currently in process. Extension of the Acting period is therefore beneficial to Council in terms of continuity of the Selection Panels.

The above means that Council needs to appoint an Acting Municipal Manager for a period of 3 months.

The minimum requirements for an Acting Municipal Manager is as follows:

Requirements:

- Bachelor Degree in Public Administration/Political Sciences/Social Sciences/Law; or equivalent qualification registered on the National Qualifications Framework at a NQF 7 with a minimum of 360 credits;
- Minimum of five (5) years relevant experience at a senior management level; and
- Have proven successful institutional transformation within public or private sector.

- Advanced knowledge and understanding of relevant policy and legislation;
- Advanced understanding of institutional governance systems and performance management;
- Advanced understanding of council operations and delegation of powers;
- Good Governance;
- Audit and risk management establishment and functionality; and
- Budget and finance management.
- The required core competencies as stipulated in Annexures A and B of the Regulations on Appointment and Conditions of Employment of Senior Managers Government Notice 21 in Government Gazette 37245 dated 17 January 2014

FINANCIAL IMPLICATIONS

MTREF 2024\202

The position is budgeted for in terms of the MTREF.

RELEVANT LEGISLATION

Municipal Systems Act, Act 32 of 2000

Regulations on the Appointment of, and Conditions of Employment for Senior Managers, January 2014

RECOMMENDATION OF THE EXECUTIVE MAYOR

- [a] That the report regarding the appointment of an Acting Municipal Manager, be noted;
- [b] That Council takes note that the MEC has approved the appointment of Mr Malepeng as Acting Municipal Manager.
- [c] That Council takes note that in terms of Clause 12(4)(a) of Government Gazette, No. 37245, the Municipal Manager forms the Chairperson of the selection panel of the four vacancies of Directors currently in process. Extension of the acting period is therefore beneficial to Council in terms of continuity of the Selection Panels.
- [d] That Council appoints _____ as Acting Municipal Manager, for a period of three (3) months or until the vacancy is filled, whichever comes first.

File Number: 9/1/2/9

Execution: Acting Director: Corporate Services
Manager: Human Resources

6.2

SC02/09/24 APPOINTMENT OF ACTING DIRECTOR CORPORATE SERVICES

REPORT FROM THE ACTING MUNICIPAL MANAGER

PURPOSE

To recommend to Council on the appointment of an Acting Director Corporate Services.

BACKGROUND

The Director Corporate Services, Advocate Luvuyo Loliwe, has tendered his resignation from the service of Council with effect from 07 June 2024.

Council, at its meeting held on 24 June 2024, resolved to appoint Ms. Zoleka Moon as the Acting Director Corporate Services for a period of 3 months, or until the vacancy is filled, whichever period comes first. The aforesaid period will come to an end on 23 September 2024.

As a result of the abovementioned limitation in period, Council will need to appointment an Acting Director Corporate Services.

Clause 56(1)(c) of the Local Government Municipal Systems Amendment Act, Act 3 of 2022, states as follows:

(c) "A person appointed in terms of paragraph (a)(ii) may not be appointed to act for a period that exceeds three months: Provided that a municipal council may, in special circumstances and on good cause shown, apply in writing to the MEC for local government to extend the period of appointment contemplated in paragraph (a), for a further period that does not exceed three months."

In terms of the above Clause, Council may extend the Acting period of Ms Moon with another period that does not exceed three months, subject to the approval of the MEC.

The requirements for an Acting Director Corporate Services are:

- At least a Post Graduate in Public Administration/Management Sciences /Law; and equivalent at NQF Level 8 with a minimum of 120 credits.
- Minimum of seven (7) years' work related experience at senior and middle management level, of which at least 2 years must be at senior management level;
- Have proven successful management experience in administration
- Good knowledge and understanding of relevant policy and legislation;
- Good knowledge and understanding of institutional governance systems and performance management;
- Good knowledge of corporate support services, including:
 - Human capital management;
 - Legal Services;
 - Facilities Management;
 - Information communication technology; and
 - Council support;
- Good knowledge of supply chain management regulations and the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- Good Governance;

- Labour Relations Act, and other labour-related prescripts;
- Legal background and human capital management; and
- Knowledge of coordination and oversight of all specialized support functions.
- The required core competencies as stipulated in Annexures A and B of the Regulations on Appointment and Conditions of Employment of Senior Managers Government Notice 21 in Government Gazette 37245 dated 17 January 2014.
- Compliance with the National Treasury Regulations on the Required Minimum Competency Level in Unit Standards is a recommendation. In terms of the exemption from Regulations 15 and 18 of Government Gazette 29967 officials not compliant will be granted 18 months from date of employment to comply with the aforesaid regulations.

RECOMMENDATION

- [a] That the report regarding the appointment of an Acting Director Corporate Services, be noted; and
- [b] That Council takes note that the MEC has approved the appointment of the Acting Director Corporate Services, Ms Moon.
- [c] That _____ be appointed as Acting Director Corporate for the period of 3 months from _____ 2024 or until such time as the vacant position of Acting Director Corporate Services is filled, whichever period comes first.

File Number : 9/1/2/14

Execution : Acting Municipal Manager
 Manager : Human Resources

6.3

**SC03/09/24 PROGRESS ON THE MOVE INTO NEW MUNICIPAL OFFICES
SITUATED ON A PORTION OF ERF 16472, KNYSNA – KNYSNA MALL
(GREY ELEPHANT INVESTEMENTS PTY LTD)**

REPORT FROM THE ACTING MUNICIPAL MANAGER

PURPOSE OF THE REPORT

To provide an update the Municipal Council on the progress made to relocate to the new municipal offices situated on a portion of Erf 16472, Knysna (the Knysna Mall).

BACKGROUND

The Municipal Council on 26 October 2023 *inter alia* resolved the following:

**“C05/10/23 REQUEST TO ENTER NEW LEASE AGREEMENT WITH GREY
ELEPHANT INVESTMENTS (PTY) LTD FOR OFFICE ACCOMMODATION**

Proposal 1:

[b] That approval be given to enter into a new lease with Grey Elephant Investments (Pty) Ltd for a period of three years as from 1 January 2024 until 31 December 2026; and

*Proposer: Cllr A Marbi
Seconder: Cllr N Louw*

*In favour: 11
Against: 9*

*Proposal 2:
That a Tender process be advertised for the period of 3 years, 5 years and 10 years.*

*Proposer: Cllr S Campbell
Seconder: Cllr M Willemse*

*In favour: 9
Against: 11*

The proposal of Cllr A Marbi was carried

RESOLVED BY MAJORITY

- [a] *That the report and annexures regarding the request to consider entering into a new lease agreement with Grey Elephant Investments (Pty) Ltd for office accommodation, be noted;*
- [b] *That approval be given to enter into a new lease with Grey Elephant Investments (Pty) Ltd for a period of three years as from 1 January 2024 until 31 December 2026; and*
- [c] *That the Municipal Manager be authorised to approve a yearly deviation for the leasing of office space for the three years.*

*File Number: C. 122
Execution: Municipal Manager
Director: Corporate Services
Head: Properties"*

A lease agreement for three (3) years, with commencement date of 01 March 2024 and termination date of 28 February 2027 was signed on 12 December 2023 (**see Annexure A**).

The preparation for the move was delayed due to various issues, ranging from lead-time on certain materials and approvals. The proposed move was then reassessed, it was decided that the move must be delayed and that the move would happen in phases. The new date for phases one (1) and two (2) was moved to 01 May 2024, zone three (3) from 15 July 2024 and phase three (3) from 1 September 2024. With the year-end process it was requested that the staff to go to zone three (3) only move from 1 September 2024. The offices at zone three (3) is ready for occupation.

An addendum to the lease was signed on 26 April 2024 changing the commencement date to 1 May 2024 (**see Annexure B**).

DISCUSSION

The Municipality is in need of office space for the staff that occupied leased office space as far back as 1 February 2007. The Municipality leased three different buildings housing various directorates. The new offices at the Knysna Mall will be able to accommodate all the staff that were housed in the leased building under one roof.

FINANCIAL IMPLICATIONS

There is a budget of R 8 000 000.00 budgeted for the 2024/2025 financial year for the leasing of offices under vote 35-74-50-18-7414 (9/274-226827-241017). It should be noted that the rental at the Knysna Mall is only for the space occupied. The current rental is R 285 936.00 (VAT inclusive) per month.

It should be noted that no rental have been paid to Grey Elephant Investments (Pty) Ltd for the occupying of office space as from 1 May 2024.

The rental invoice, invoice no. 11460/202409/1, for September 2024 amounts to R 1 478 527.24. This amounts includes R 1 175 522.87 rental brought forward for the rental not paid as from 1 May 2024 (**see Annexure C**).

RELEVANT LEGISLATION

Local Government: Municipal Finance Management Act, 2003
Local Government: Municipal Finance Management Act (56/2003): Municipal Asset Transfer Regulations
Management of Immovable Property Policy
Knysna Municipality Supply Chain Management Policy

DELEGATION

N/A

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That the report and annexures regarding the update to the Municipal Council on the progress made to relocate to the new municipal offices situated on a portion of Erf 16472, Knysna (the Knysna Mall) dated July 2024, be noted;
- [b] That Council rescind council resolution C05/10/23 of 26 October 2023;
- [c] That the Municipal Council condone the irregular payments of the rental invoice, invoice no 11460/202409/1, for September 2024 amounting to R 1 478 527.24 and future rental payments, as the lease agreement is irregular; and
- [d] That no rental fees be paid until the municipal account of Grey Elephant Investments (Pty) Ltd and related accounts is paid up and/or appropriate payment arrangements are made.

APPENDIX / ADDENDUM

ANNEXURE A – LEASE AGREEMENT BETWEEN GREY ELEPHANT INVESTMENTS (PTY) LTD AND KNYSNA MUNICIPALITY

ANNEXURE B – ADDENDUM TO LEASE AGREEMENT BETWEEN GREY ELEPHANT INVESTMENTS (PTY) LTD AND KNYSNA MUNICIPALITY

ANNEXURE C – INVOICE FOR SEPTEMBER 2024 FROM GREY ELEPHANT INVESTMENTS (PTY) LTD

FILE NUMBER: 7/2/1/2
EXECUTION: MUNICIPAL MANAGER
DIRECTOR: CORPORATE SERVICES
HEAD: PROPERTIES

AGREEMENT OF LEASE

Made and entered into by and between

GREY ELEPHANT INVESTMENTS (PTY) LTD
Registration nr: 2018/470172/07

The Landlord

and

KNYSNA MUNICIPALITY

The Tenant

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality



SCHEDULE

The tenant hereby leases from the Landlord, the leased premises in accordance with the particulars contained in the Schedule and the terms and conditions set out in the annexures attached hereto. The Schedule and annexures form part of this agreement of lease, as if specifically mentioned and incorporated herein.

1. LANDLORD	
Legal Entity	Grey Elephant Investments (Pty) Ltd
Registration Number	2018/470172/07
VAT Registration Number	4640287746

Herein represented by (who warrants his/her authority hereto)	Neil Lurie / Samantha Human
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Landlord's physical address (hereinafter referred to as the Landlord's domicilium citandi et executandi)	42 Main Road Knysna Central Knysna
Property	Knysna Mall
Address	39-53 Main Road Knysna 6570

2. TENANT	
Legal Entity	Knysna Municipality
Trading As	Knysna Municipality
Registration Number	
VAT Registration Number	4360193876
Herein represented by (who warrants his/her authority hereto)	Mr. Ombali Sebola
Tenant's Physical Address	Various Shops, Upper Floor, 42 Main Road, Knysna, 6571
Tenant's Postal Address	5 Clyde Street, Knysna, 6570
Tenant's Contact Number	044 302 6476
Tenant's Signatory/ies	Mr. Ombali Sebola
Full Name and ID Number of each signatory	Ombali Sebela, I.D. 7112256263084
Bank Account Details (not a savings account)	Knysna Municipality Standard Bank Account no: 303265043 Branch no: 050314 Business Current Account

3. PREMISES	
The Premises, as shown on the plan marked shop Various including U04A, U05, U05B, U07, U08, U09, U03as indicated on the plan in Annexure D measuring approximately 3250m ² , which is annexed hereto for identification purposes only. The Landlord does not warrant that the premises will be exactly as indicated thereon and retains the right to amend same provided the area and location of the premises remains approximately the same.	

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Shop Number	Various including U04A, U05, U05B, U07, U08, U09, U03 as indicated on the plan in Annexure D
Lettable Area of Leased Premises	3250m ²
Mezzanine Area	N/A
Parking Bays	N/A
Storage	N/A

4. LEASE DATES	
Lease Period	3 (Three) Years
Beneficial Occupation Period	01 November 2023
Commencement Date	01 January 2024 01 MARCH 2024
Termination Date (or as adjusted in terms of the provision of Clause 2.5 of the General Conditions of Lease)	31 December 2026 28 FEBRUARY 2027
Option to Renew (Annexure L)	The Lessee shall be entitled to renew this Lease for a further 3 (three) year period on the same terms and conditions as contained in the Lease save that: - there shall be no further right of renewal; - the rental payable in respect of the Renewal Period(s) shall be the Basic Rental as per the last month of the Initial Period escalating at 6% per annum thereafter, provided that - the Lessor shall not have lawfully cancelled this Lease; and - the Lessee gives written notice to the Lessor by not later than 6 (six) months prior to the expiry of the Initial Period or any relevant Renewal Period in terms of which the Lessee has already exercised its option to renew, of its intention to renew this Lease, failing which notice the lease will be automatically renewed in terms in 4.1 below.

4.1 RENTAL AND CHARGES (Excluding VAT) VARIOUS SHOPS (3 250M ²)		
Monthly Gross Rental (Includes rental, operating costs, and rates)	R168.00 p/m ²	R546 000.00/month
Monthly Refuse	R3.10/m ²	R10 075.00/month
Monthly Generator Maintenance Charge	Pro rata share	R0.00/month
Monthly Airconditioning Maintenance Charge	R1.31/m ²	R4 257.50/month
Monthly Marketing Fund Contribution	0% of Gross Monthly Rental	R0.00/month
Monthly Meter Reading Contribution	R0.31/m ²	R1 007.50/month
TOTAL FIXED CHARGES		R561 340.00/month

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

5.1 Monthly rental

(From Commencement Date to Termination Date, escalating on each anniversary of the Commencement Date by 6% compounded)

Rental	VAT	Total	Period
R546 000.00	R81 900.00	R627 900.00	01 Jan 2024 – 31 Dec 2024
R578 760.00	R86 814.00	R665 574.00	01 Jan 2025 – 31 Dec 2025
R613 485.60	R92 022.84	R705 508.44	01 Jan 2026 – 31 Dec 2026

5.1.1 Municipal Charges

In addition to the monthly rental set out above, the Tenant will be liable for payment of its proportionate share of Municipal Charges in accordance with the provisions of clause 9.2 of the General Conditions of Lease.

The Tenant's estimated liability in this regard as at the commencement date, as envisaged in clause 3.2.2, is for payment of the monthly amount of ~~R10 075.00~~ plus VAT. 0.00

5.1.2 Tenant's proportionate share

The Tenant's proportionate share as at the commencement date, as envisaged in clause 3.2.2 of the General Conditions of Lease, is ~~11.45%~~ 0.00

6. ADDITIONAL COSTS (including but not limited to)

Electricity	Metered and/or Pro Rata to Lettable Area and/or Pre-Paid
Water	Metered and/or Pro Rata to Lettable Area and/or Pre-Paid
Sewerage	Metered and/or Pro Rata to Lettable Area and/or Pre-Paid
Refuse	Pro Rata to Lettable Area, estimated to be R3.10/m ² pm. 0.00
Rates and Taxes	Pro Rata to Lettable Area, estimated to be R0.00/m ² pm.
Diesel	Pro Rata to Lettable Area 0.00
HVAC Ops costs (if applicable)	Pro Rata to Lettable Area, estimated to be R1.31/m ² pm.

7. TURNOVER RENTAL

0% of the Tenant's Annual Net Turnover as defined in Annexure "A"

The tenant shall submit to the Landlord within seven (7) days of the end of each calendar month, an unaudited statement of net turnover in respect of Business being conducted from the premises for the specific month.

8. PURPOSES FOR WHICH PREMISES ARE LET

The Tenant shall use the premises for the following purposes and under the following trading name only: **Municipal Offices.**

9. LEASE ADMINISTRATION COSTS

R2500.00 Plus VAT

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10. DEPOSIT	
Deposit	R0.00 Calculated by using the final x2 months' rentals including VAT as set out in 5 above. This includes fixed charges.

11. SURETYSHIP	
Full name	
Identity Number	
Full name and Identity number of spouse if married in Community of Property)	

12. PENALTIES (Exclusive of VAT)	
Refer Clause 2.4	: The penalty shall be a sum equal to the pro-rata portion of the monthly rental for the number of days that the Tenant is in breach of Clause 2.4 of the General Conditions of Lease.
Refer Clause 12.3	: R2 000 per day
Refer Annexure "A"	: R100 per day

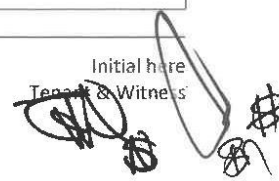
13. INTEREST RATE ON OUTSTANDING AMOUNTS	
All amounts due by the Tenant to the Landlord in terms of the lease, shall, if not paid in full on due date, bear interest at 2% (two percent) compounded per month or part thereof from due date to date of payment.	

14. MINIMUM TRADING HOURS	
Monday – Friday	09H00 – 18H00
Saturday	09H00 – 15H00
Sundays and Public Holidays	09H00 – 14H00
The landlord will have the right to vary such trading hours by giving not less than 7 (seven) days' notice to the tenant. Should the tenant wish to trade outside of these hours, landlord permission needs to be gained.	

15. ANNEXURES FORMING PART OF THIS LEASE	
"A"	: Turnover Rental Clause
"B"	: Resolution Certificate Company
"D"	: Floor Plan
"E"	: Deed of Suretyship
"F"	: House Rules
"G"	: Bank Guarantee (Pro Forma)
"I"	: Consent to Personal Information
"J"	: Generator
"K"	: Tenant Installation Allowance
"L"	: Option to Renew

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16. SPECIAL CONDITIONS (if any)

- The premises are in the condition in which it is currently. The tenant hires the premises entirely at its own risk and the Tenant hereby agrees that it shall have no claim whatsoever, whether for damages or remission of rental, against the Landlord should any loss or damage of whatsoever nature be suffered by the Tenant howsoever caused.

- The Landlord will provide a TI allowance of R 3 000/m² excl. VAT only towards the tenant's installation requirements.

- The execution and validity of this Agreement are contingent upon the attachment of an official resolution duly authorizing the Municipal Manager, or the authorized representative, to sign and enter into this Lease Agreement on behalf of the Knysna Municipality (hereinafter referred to as the "Municipality"), which must be explicitly included as part of the proposal submitted by the tenant for consideration by the Landlord. This resolution must be duly approved by the governing body of the Municipality and accepted as part of the proposal. The resolution must be attached to the proposal at the time of submission, and any subsequent additions or amendments to the resolution shall not be considered unless they are accepted by both parties. This condition is not subject to force majeure, or any other unforeseen circumstances and it is the responsibility of the municipality to ensure the attachment of the resolution as specified herein. In the event that the resolution is not attached to the proposal, the Landlord shall promptly notify the Municipality, in writing, of the deficiency. Upon such notification, this Agreement shall be considered null and void, and neither party shall have any further obligations or liabilities under this Agreement. This special condition forms an integral part of this Lease Agreement and any failure to meet the conditions specified herein shall result in the non-execution of this Agreement.

IMPORTANT NOTE

Please read and consider this Agreement and its annexures carefully as it shall, upon acceptance by the Landlord in writing, constitute a binding agreement.

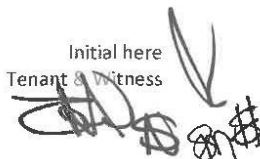
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GENERAL CONDITIONS OF LEASE

1. DEFINITIONS

In this Lease, unless the context clearly otherwise indicates, the words referred to in the Schedule shall have the meanings assigned to them therein. Headings shall not influence the interpretation of clauses.

2. LEASE PERIOD AND SHOPFITTING

2.1 The Lease shall be for the period stated in Section 4 of the Schedule i.e. from the Commencement Date to the Termination Date. However, the Tenant shall be given occupation of the Premises for shopfitting from the Access Date, for the Beneficial Occupation Period, from when the Premises shall be at the sole risk of the Tenant and the terms and conditions of this Lease, where applicable, shall apply.

2.2 The Landlord shall deliver and give occupation of the Premises (constructed up to the stage as Contemplated in Annexure "M" hereto or if there is no Annexure "M", constructed as a bare shell) to the Tenant on the Access Date as indicated in Section 4 of the Schedule for purposes of shopfitting.

As soon as possible after the signature of this Lease, but by no later than 30 (thirty) days prior to the date that the Tenant intends to commence shopfitting, the Tenant shall submit a shop design to the Landlord for approval, which shall be neither unreasonably withheld nor delayed. The Tenant shall not commence its shopfitting until such time as the Landlord has approved the proposed shop design. It is specifically recorded that the Landlord shall use its best efforts to grant the Tenant access to the premises on the Access Date. The Tenant undertakes to commence with shopfitting of the premises within 72 (seventy – two) hours of the Access Date.

The Tenant undertakes by the Commencement Date to have completed the shopfitting of the Premises to the reasonable satisfaction of the Landlord in accordance with the shop design approved by the Landlord to the standard of workmanship and quality of materials and finishes reasonably acceptable to the Landlord specified in Annexure "M" (if applicable). The Tenant further undertakes during the currency of this Lease and any extension thereof to retain the shopfitting in the same good order, condition and style. In fitting the shop out the Tenant shall use shopfitters, joiners and other craftsmen and/or artisans, or workmen approved by the Landlord's representative (see Annexure "M" if applicable), which approval shall not be unreasonably withheld. Furthermore, no signage shall be erected or displayed at, in or on the Premises without the prior written approval of the Landlord which approval shall not be unreasonably withheld. The Landlord retains the right during the currency of this Lease or any extension thereof to require the Tenant to maintain such signage in the style and condition as originally approved. The Tenant shall not deviate from the aforesaid approved shop design as represented in Annexure "M" (if applicable).

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2.3 The Tenant agrees to effect the shopfitting efficiently and to cause minimal disruption to the other users of the building. The Tenant shall ensure that its agents, employees, workmen, contractors, sub-contractors and suppliers, at all times comply with the instructions of the Landlord's Architects and warrants that all its contractors, sub-contractors and suppliers waive any liens to which they may be entitled. The Tenant shall forthwith and at its own cost repair any damage to the building and/or Premises arising out of such shopfitting. All rubble resulting from the Tenant installation shall be removed by the Tenant at intervals of no longer than 24 hours, failing which the Landlord shall, without prejudice to the other rights the Landlord has under this Agreement, be entitled, but not obliged, to remove same at the Tenant's cost. The Tenant indemnifies the Landlord against any loss it might suffer however arising as a result of the Tenant's breach of any of the aforesaid undertakings. In addition, and if applicable, the Tenant shall procure signature of the Landlord's main Contractors' Occupational Health and Safety Act certificates by its construction team.

2.4 The Tenant warrants the completion of shopfitting by the Commencement Date, such date being adjusted where need be by virtue of the provisions of 2.5 hereunder. Any delay on the part of the Tenant in commencing shopfitting and/or completing the shopfitting shall not delay the said Commencement Date and rental shall, notwithstanding such delay, become payable from the Commencement Date.

In addition, the Tenant shall comply strictly with the date and time requirements relating to submission of drawing and other information and details that might be required from the Landlord in connection with the approval of the shop design and further in accordance with Annexure "M" (if applicable). Any delay in doing so on the part of the Tenant shall not delay the date of commencement of the Lease and the rental shall, notwithstanding such delay, become payable from the Commencement Date.

Furthermore, and without prejudice to any other rights that the Landlord has in terms of this Lease, should the Tenant fail to comply with the provisions of this sub-clause the Tenant shall be liable, in addition to any rental or other amounts payable in terms of this Lease, to pay the Landlord the penalty, as defined in Section 14 of the Schedule hereto, with effect from the Commencement Date up to and including the date that such breach is remedied.

2.5 If the Landlord is unable to give the Tenant access to the Premises on the Access Date as contemplated in Section 4 of the Schedule or interrupts the Tenant's access to the Premises prior to the opening of its shop for trading, the Tenant shall have no claim for damages or right of cancellation and shall accept access on such later date on which the Premises are available. In the event of such a delay the Tenant shall be afforded a period for shopfitting in total similar to the number of days provided as per the Beneficial Occupation Period in Section 4 of the Schedule and the Commencement Date shall be extended to the day immediately following the day on which such period for shopfitting ceases. The anniversary of the annual increases as per Section 5 of the Schedule and Termination Date as per Section 4 of the Schedule, shall be extended accordingly. Should

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the Premises not be available for shopfitting within six (6) months of the date of access referred to in Section 4 of the Schedule, the Tenant shall be entitled to cancel this Lease by giving the Landlord at least one calendar month's written notice.

2.6 Should any dispute arise regarding the Tenant's obligations in 2.2, 2.3, 2.4 and 2.5, such dispute shall be submitted to the on-the-spot decision of the Landlord's architect whose decision shall be final and binding on the parties.

3. GROSS RENTAL AND CHARGES

3.1 Gross Rental (Includes rental, operating costs and rates)

The Gross Rental shall be the monthly rental payable by the Tenant to the Landlord during the Lease Period as set out in Section 5.1 of the Schedule and shall be payable by the Tenant to the Landlord from the date that the Tenant first trades from the Premises, or the Commencement Date (see Section 4 in the Schedule), whichever is the earlier. Should the date that the Tenant first trades be prior to the Commencement Date then the Lease shall be deemed to have commenced from that date and for the avoidance of doubt, the Gross Rental shall be payable by the Tenant from that earlier date. The Termination Date and the dates upon which escalations take effect shall however, subject to the provisions of sub-clause 2.5 above, remain unaltered.

3.2 Municipal Charges

3.2.1 For the purposes of this Lease, "Municipal Charges" means the assessment rates and Taxes, sewerage, sanitation, refuse removal, Central Improvement District levies and/or other fees, levies or charges payable by the Landlord to the local or any other responsible authority or supplier in respect of in building and/or the land on which the building and its surrounding facilities are situated as well as the cost of electricity and water used in the building for any purpose except that used in the various tenantable premises in the building. But not limited to:

3.2.1.1 Water charges including, but not limited to consumption charges, connection fees, meter reading fees;

3.2.1.2 Sanitary fees, sewerage or effluent charges

3.2.1.3 Street cleaning levy

3.2.1.4 Signage levy and approval costs

3.2.1.5 Electricity, including but not limited to, electrical maximum demand charges, basic electrical charges, connection fees, deposits and all other electrical consumption (metered) including meter reading charges

3.2.1.6 Electricity and water consumed by and on the common areas

3.2.1.7 Electricity and water consumed by the air-conditioning units (chilled water plant)

3.2.1.8 Refuse removal levy (used by the tenant or not)

3.2.1.9 Gas (if applicable)

3.2.1.10 Municipal assessment rates and taxes

3.2.1.11 Any other form of tax and levy imposed by any relevant authority

- 3.2.1.12 Property owner association levies
- 3.2.1.13 Body corporate levies
- 3.2.2 The tenant shall pay to the Landlord the cost of the electricity, water, sewerage, refuse and gas, at the same terms, conditions and tariffs in respect of electricity, water, sewerage, refuse and gas that will apply to the tenant as if the supplier had supplied directly to the tenant
- 3.2.3 The Tenant agrees to pay the Landlord throughout the Lease Period, in addition to the Gross Rental, a proportionate share of the Municipal Charges. Such proportionate share shall be calculated on the same ratio that the floor area of the leased Premises bears to the total lettable floor area of the building from time to time. (The Tenant's proportionate share as at the date of signing this Lease is set out in Section 5.3 of the Schedule and may be subject to amendment from time to time in the event of alterations to the building).
- 3.2.4 The Tenant shall be liable for the payment of estimated amounts on account of its proportionate share of the Municipal Charges on a monthly basis. As at the Access Date, the Tenant's liability in this regard is for payment of the monthly amount as set out in Section 5.2 of the Schedule. The said amount shall be adjusted from time to time in accordance with the actual Municipal Charges as imposed by the local or other responsible authority from time to time.
- 3.2.5 Should the Tenant dispute any decision of the Landlord as to the amounts payable by the Tenant in terms of this clause 3.2, the matter in dispute shall be referred to the Landlord's Auditors who shall determine the dispute as experts and their certificate issued on such dispute shall be final and binding on the parties. Should the Tenant dispute any decision of the Landlord as to the amounts payable by the Tenant in terms of this clause 3.2, the matter in dispute shall be referred to the Landlord's Auditors who shall determine the dispute as experts and their certificate issued on such dispute shall be final and binding on the parties. Should the amount payable by the Tenant as determined by Auditors be less than 3% or exceed the amount payable as determined by the Landlord, the Tenant shall be liable for the costs of the Landlord's Auditors.
- 3.2.6 The Tenant shall, however, be entitled to receive from the Landlord copies of all records, accounts, documents, and vouchers upon which the Tenant's obligation to contribute towards the Municipal Charges is based and the Landlord, for its part, agrees and undertakes to make copies of such documents available to the Tenant within 14 (Fourteen) days after receiving written request thereto.
- 3.2.7 The sum of the monthly Gross Rental referred to in 3.1 and the Tenant's proportionate share of the Municipal Charges defined and computed in terms of 3.2 above shall be referred to hereinafter as "Rental and Charges".
- 3.3 The Tenant shall pay the Rental and Charges monthly in advance on the first calendar day of each calendar month throughout the Lease Period. Unless otherwise agreed by the Landlord

in writing, payment of such amounts shall be effected through an automatic electronic funds transfer system, the requirements of which are detailed in the Debit Authorisation for contained as an Annexure to this Lease. Nothing shall however prevent the Landlord from directing the Tenant to pay such Rental and Charges at such place as the Landlord may direct. Should payment not be effected in the aforementioned approved manner, all costs, charges, and/or interest levied against the Landlord by the Financial Institution will be for the Tenant's account.

- 3.4 If the Commencement Date is not the first day of a calendar month, a pro rata amount of the Rental and Charges shall be payable on signature hereof by the Tenant.
- 3.5 The Rental and Charges and other amounts payable by the Tenant in terms of this Lease shall be made without demand, free of exchange and without any deduction or set-off whatsoever.
- 3.6 The Landlord shall be entitled in its sole direction to appropriate any amounts received from the Tenant towards the payment of any cause of debit or amounts owing by the Tenant to the Landlord whatsoever.
- 3.7 If applicable, the turnover rental payable by the Tenant to the Landlord during the Lease Period is set out in Section 6 of the Schedule, read with the Annexure A hereto.
- 3.8 For a period of 90 days after the Commencement Date, either party shall have the right, at its own cost, to have the Premises measured, in accordance with the SAPOA method of measurement of rentable area from time to time, and the rentable area thereof certified by an independent architect or quantity surveyor. Should the Landlord dispute the certificate by an architect or quantity surveyor instructed by the Tenant, the Landlord's architect or quantity surveyor shall re-measure the Premises in accordance with the SAPOA method of measurement of rentable area from time to time and his/her certificate as to the rentable area of the Premises (given as an expert and not as an arbitrator) shall be final and binding on the parties. Should the area certified by the Landlord's architect or quantity surveyor differ from the approximate area set out in Section 3 of the Schedule, the Rental and Charges shall be adjusted pro rata. Should neither party exercise its right to measure the Premises within 90 days of the Commencement Date, such right shall lapse and the approximate square meterage in terms of Section 3 shall be deemed throughout the Lease Period to be the square meterage of the Premises. In such event, the Tenant shall not have any claim for a remission of Rental and Charges, nor shall the Landlord have any claim for increased Rental and Charges, should the actual area of the Premises differ from the approximate square meterage set out in Section 3 of the Schedule.

4 SERVICES

- 4.1 The Tenant shall be liable for and on demand pay for any charges arising out of its use of electric current, gas, water and refuse collection, incineration and/or compaction or any other service provided for the Tenant in respect of the Premises, including water and/or electricity consumed in the operation of any air-conditioning units/s serving the Premises exclusively.

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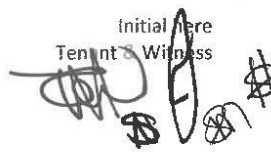

Charges shall include a service charge for separate submeters, where applicable or appropriate. Should there be no separate sub-meters, the Landlord shall be entitled to install a separate sub meter at any time. Should no separate sub meter be installed, the Tenant shall on a monthly basis, pay a proportionate share of such charges on the same ratio that the area of the leased Premises bears to the total occupied floor area served by a particular meter from time to time.

- 4.2 In the event that the Tenant pays for any such service directly to the Local Authority or other supplier, then the Landlord shall be entitled to require the Tenant to provide it with written proof of such payment from time to time and the Tenant shall furnish such proof to the Landlord within 7 (seven) days of the Landlord's request.
- 4.3 Should the Landlord offer a "Bluetooth" communication system in the building, the Tenant shall not be permitted to operate its own "Bluetooth" equipment but shall be obliged, should it wish to use "Bluetooth" technology to communicate with shoppers, to make use of the Landlord's system upon such terms and conditions as may be agreed between the parties. If the Landlord does not provide "Bluetooth" technology and the Tenant makes use of its own "Bluetooth" equipment to communicate with shoppers, the Tenant shall provide the Landlord with a certified copy of its ICASA certificate.
- 4.4 If applicable the Tenant shall be liable for their pro-rata share of the monthly operating costs and maintenance fees for the centralised AC costs serving the premises. In the event that the air-conditioning system serving the premises also provide air-conditioning to other premises, the tenant's share of the monthly operating and maintenance fees will be calculated on the ratio that the rentable area of the tenant's premises bears to the total rentable area served by such applicable air-conditioning system.
- 4.5 All generator charges (where applicable) as set out in the lease agreement
- 4.6 Any costs attributed to a specific premises will be recovered from the relevant tenant

5 USE OF PREMISES

- 5.1 The Tenant shall use the Premises solely for the purposes set out in Section 8 of the Schedule and under its trade name set out in Section 8 of the Schedule and acknowledges that it shall not have exclusive right to any particular type of business being conducted in the building.
- 5.2 The Landlord does not warrant that the Premises are suitable for the purpose of the Tenant nor that it will be granted any license or consent in respect of its business and the Premises are let "voetstoots".
- 5.3 The Tenant shall have the reasonable use of common areas, service roads, loading facilities, toilets and conveniences provided for the general benefit of the Tenants.

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- 5.4 The Tenant shall have access to the Premises at all times. Should the Tenant require access to the Premises outside the business hours applicable to be building from time to time, the Landlord shall be entitled to impose such conditions as the Landlord deems necessary for proper administration, security and recovery of costs for granting such access to the Tenant.
- 5.5 The hire or reservation of parking space is to be agreed upon separately from this Lease. The Landlord does not undertake that there will be sufficient parking for the Tenant's customers, visitors, or employees.
- 5.6 Both parties shall comply with and not contravene or permit the contravention of all applicable laws (including but not limited to the Occupational Health and Safety Act of 1993 and the National Building Regulations and Building Standards Act of 1977), by-laws and regulations (which regulations shall without limiting the generality and thereof include the National Building Regulations and SABS codes). In particular, but without derogating from the foregoing, the Tenant shall comply with all applicable laws relating the conduct of any business carried on in the Premises. The Landlord shall ensure that upon handover of the premises to the Tenant, the structural, electrical, fire protection and plumbing installations therein are compliant with the requirements of the local and/or other authority having jurisdiction. It shall be the Tenant's responsibility to ensure that its internal structural, electrical, fire protection and plumbing installations are such as to comply with the requirements of the local and/or other authority having jurisdiction, and the Tenant shall further be responsible for ensuring that it is in possession of all relevant licenses and permits applicable to its business. Should the Tenant fail to remedy any non-compliance within 7 days of being called upon to do so in writing by the Landlord, the Landlord shall be entitled to enter upon the Premises in order to carry out the necessary work and to recover the costs incurred in so doing, as certified by the Landlord's quantity surveyor, from the Tenant, who shall pay such costs upon demand. The Tenant shall not contravene or permit the contravention of any of the conditions of title under which the property is held by the Landlord or any of the provisions of the Town Planning Scheme applicable to the property and not do or cause or permit to be done in or about the Premises anything which may be or cause a nuisance or disturbance to other occupants of the building or occupiers of neighbouring premises. Nothing in this clause shall entitle any Tenant or person to oblige the Landlord to take action in terms of this clause nor shall any Tenant or person derive any rights from the provisions of this clause.

6 ALTERATIONS AND ADDITIONS

- 6.1 Save as in accordance with approved shop design referred to in clause 2.2 above, and subject further to the terms of Annexure "M" (if applicable) the Tenant shall not make any alterations or additions to the Premises without the Landlord's prior written consent, which consent shall not be unreasonable withheld.
- 6.2 Any alterations or additions made with or without the written consent of the Landlord which are of a permanent nature such as plumbing, partitioning, flooring, tiling, carpeting, electrical installations, paneling and such shall become the property of the Landlord without

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compensation to the Tenant or any lien or right of retention whatsoever. Notwithstanding the foregoing, the Landlord shall be entitled to require the Tenant to remove, at its costs, any alterations, or additions so made with or made without its consent.

6.3 Should the Landlord consent to alterations and additions, the Landlord shall be entitled to approve contractors, plans and specifications without incurring any liability whatsoever. Local Authority approval shall be obtained by the Tenant before commencement of the work.

6.4 Within 7 (seven) days of the completion of any alterations and additions undertaken from to time to time, and on termination of this Lease, the Tenant shall provide the Landlord with a certificate of compliance in respect of sprinklers (where applicable), smoke detection, HVAC, electrical and plumbing installations in the Premises and certificate of service for shopfront.

7. MAINTENANCE

7.1 The Landlord shall maintain in good order and repair during the currency of this Lease.

7.1.1 The roof and exterior of the Building (excluding advertising signs)

7.1.2 Lifts or escalators (if any) forming part of the Premises.

7.1.3 Appurtenances forming part of the structure of the Building or Premises

7.1.4 Air-conditioning installation(s)/unit(s) forming part of the Premises at the commencement of this Lease or subsequently installed by the Landlord. The cost of such maintenance and replacement parts will be reimbursed by the tenant. Should such a unit need to be replaced, it would be for the cost of the tenant.

However, the Tenant shall be liable for the cost of any repairs to the items named above in this clause 7.1 arising from the acts or omission of the Tenant and/or its employees.

7.2 The Tenant shall at its own cost maintain in good order service and repair during the currency of this Lease:

7.2.1 The interior of the Premises including any fixtures and fittings forming part of the interior of the Premises,

7.2.2 The Tenant shall care for and maintain the interior and exterior of the shop fronts (including the glass) and interior of the premises in good order, and

7.2.3 The Tenant shall repair any damage caused to the doors, windows, ceiling(s), floors and walls of the premises which may be occasioned by any cause including forcible entry or exit and malicious damage.

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- 7.2.4 Any appurtenances (excluding the items named above in sub-clause 7.1), gardens, yard, paved areas, gates and other areas which are designated for the exclusive use of the Tenant. The Tenant shall undertake the regular servicing of all such appurtenances as required in terms of any law, municipal regulation the regulations promulgated under the Occupational Health and Safety Act (Act 85 of 1993) or in terms of the manufacturer's recommendations.
- 7.2.5 Air-conditioning installation(s) /unit(s) not forming part of the Premises at the commencement of this Lease or subsequently installed by the tenant.
- 7.3 Should the Tenant fail to repair, replace or maintain the Premises as set out above in clause 7.2, the landlord shall be entitled to effect such repairs and bill the Tenant who shall pay such expense on demand.
- 7.4 The Tenant shall give the Landlord written notice within fourteen (14) days after the Commencement date of this Lease of any patent defects and within five (5) days after the discovery of any latent defects in the Premises or any fittings, equipment, or appurtenances of whatsoever nature therein. Failing such notice, or after the remedying of any defects stated in any such notice, the Tenant shall be deemed to have accepted the Premises as being complete and without any defect therein. For the purposes of this clause, the term "appurtenances" means all the installations and appliances in the Premises and includes, without prejudice to the generality of the term, any keys, locks, windows, toilet bowls and cisterns, basins, water taps and fittings.
- 7.5 The Landlord shall be entitled to complete the Building or to affect any repairs, alterations or improvements and additions to the Building and to install all necessary equipment to bring about such work as may be required. The Landlord shall be entitled to enter upon the Premises in order to do such work and the Tenant shall not have a claim for compensation, damages or remission of rental. The Landlord shall however consult with the Tenant concerning the timing of such work, save in the event of emergency when the Landlord shall be entitled to enter the Premises forthwith.
- 7.6 The tenant shall on the early termination, expiry and if applicable, the expiry of any renewal of this lease, reinstate the leased premises to a basic condition, unless the landlord otherwise notifies the tenant in writing, in which case any alterations or improvements which the tenant is not required to remove, shall become the landlord's property. The tenant shall under no circumstances have any lien or claim for compensation in respect of any such alterations, additions and/or renovations.
- 7.7 Basic condition for the purposes hereof shall mean level screeded floor ready to receive new flooring, standard ceiling, standard shopfront, painted walls (white), standard electrical and plumbing in the leased premises.
- 7.7.1 Standard electrical defined as all electrical to be stripped out, main switch, earth leakage unit, 1 x 15A & 1 x 10A CB to remain in DB, 1 x 5ft LED light above DB.

7.7.2 Standard plumbing defined as all plumbing to be stripped out, all waste pipes to be capped, water pipe to have shutoff valve.

7.8 In the event that the tenant, on the early termination, expiry and if applicable, the expiry of the renewal of this lease, fails to reinstate the leased premises to a basic condition or to the condition as otherwise directed by the landlord, the landlord shall be entitled, but not be obliged to, remove the said additions and/or alterations and reinstate the leased premises as aforesaid at the tenant's cost. A certificate signed by an authorized representative of the landlord in which the amount of expenses or estimated expenses is stated, shall be prima facie proof of the amount due.

8. LANDLORD'S RIGHT OF ENTRY

The Landlord shall be entitled to enter the premises with prior notifications to the Tenant of the Landlord's intention to do so, save in the event of emergency when the Landlord shall be entitled to enter the Premises forthwith.

9. INSURANCE

9.1 The Tenant shall obtain and maintain, for the duration of this Agreement, at its cost, suitable and adequate insurance cover, including but not limited to General and Tenants Public Liability Insurance, in the amount of no less than R20 000,000 (twenty Million Rand). The Tenant shall provide the Landlord with proof of such insurance cover upon request and the Landlord shall be entitled to approve the terms attaching to the said policy and at its discretion, to inspect, review and require the Tenant to amend the Insurance including the terms attaching to the policies without incurring any obligation or liabilities consequence thereof.

9.2 The Tenant shall during the currency of this Lease or any extension thereof at its cost maintain adequate insurance against all risks that the Tenant bears under this Lease and without limiting the foregoing shall include damages, loss of profit resulting from fire, storm and special perils, explosions, flood, earthquake, tempest, hail, riot, robbery, strike, damage and other risks and the Tenant indemnifies the Landlord against any such claim arising from such loss or damage. The Tenant shall provide the Landlord with proof of such insurance and the currency thereof, upon request.

9.3 It is agreed that:

9.3.1 any failure by the Tenant to procure or maintain the insurance cover referred to above in sub-clause 9.1 and 9.2; or

9.3.2 any failure by the Tenant to procure or maintain adequate insurance cover to cater for its liabilities and exposures in terms of this Agreement;

9.3.3 any repudiation by the insurer of a claim under the relevant insurance policy; or

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- 9.3.4 any liability, loss or damage for which the Tenant is responsible and liable in terms of this Agreement is not covered by the said insurance cover.

Shall not release the Tenant from the full extent of its liability to the Landlord or any third party for any loss, damage, injury or death arising out of or in any way related to this Agreement and/or arising out of or in connection with any act or omission on the part of the Tenant, its employees, or any person or party for whose acts or omission. Tenant is vicariously liable, and the Tenant agrees to indemnify the Landlord from any claim in this regard.

- 9.4 The Tenant shall do anything that could invalidate or in any way prejudice or affect the Landlord's own insurance cover. The Tenant shall specifically advise the Landlord in writing of any change of risk relative to its occupation, business activities, the storage or use of any hazardous commodity or any other information material to the risk, if the premiums of such insurance are increased as a result of any act or omission of the Tenant, the Landlord may, without prejudice to any of its rights hereunder, recover from the Tenant the amounts due from time to time in respect of any additional premiums. The Tenant shall pay such amount immediately on notification from the Landlord or the Insurance Company to the effect that such additional premiums have been charged.
- 9.5 The Landlord shall be entitled to recover from the Tenant who shall pay upon demand any excess or deductible payable to the Landlord's insurers in terms of an insurance claim that arises in respect of damage caused to the Premises or injury to persons on the Premises by any act or omission on the part of the Tenant, its employees, or any person or party for whose acts or omission Tenant is vicariously liable.

10 LIABILITY

- 10.1 The Landlord shall not be responsible for:

- 10.1.1 any loss or damage to any stock-in-trade, equipment, machines or articles kept in the Premises (whether the property of the Tenant or that of anyone else); or
- 10.1.2 any injury or death sustained by any person in the Premises, through any cause beyond the Landlord's control.

- 10.2 The landlord and Tenant shall be liable to each other for any claims, loss, costs, injury, or damages suffered by the other party as a result of a breach by the defaulting party of its responsibilities and obligations in terms of this agreement or arising in any other way from the negligence or willful acts of a party, its employees or contractors, or any person or party for whose acts or omission such a party is vicariously liable.

- 10.3 The Landlord and Tenant indemnify and hold each other harmless from all claims, demands, and causes of action, made against either party by any person or entity

for injury, death, or loss of or damage to property resulting from the other party's acts or omission.

- 10.4 Notwithstanding anything to the contrary contained in this Agreement, neither the Landlord nor the Tenant shall be liable to each other for any consequential damages (including but not limited to special losses or loss of profit) of whatsoever nature and howsoever arising not covered by their respective insurance policies.
- 10.5 The Tenant shall not be entitled to cancel this Lease or reduce the rental and other charges or fail to pay the rental and other charges as a result of such damage, losses or injury as set out above.
- 10.6 Should the building still be in the course of construction, renovation and or redevelopment at the commencement of this Lease, any time within the lease period and or any extended period thereof, the Tenant acknowledges that Tenants must necessarily suffer a certain amount of inconvenience from building operations and from noise and dust resulting there from as well as from the interruption in the supply of electricity, gas, water, air-conditioning installation or other amenities and that he will have no claim against the Landlord for compensation or damages or for a remission of rental and other charges by reason of any such inconvenience during the period of completion.

11 SUBLETTING AND CHANGE IN CONTROL

- 11.1 The Tenant shall not wholly or partially transfer, cede, assign, pledge or hypothecate any of its rights and obligations in terms of this Lease to another, sublet the Premises or part thereof or give up occupation or possession thereof or part thereof without the prior written consent of the Landlord, which shall not be unreasonably withheld. It is agreed that the withholding of consent on the grounds that the Landlord's Interest in maintaining a commercially tenant mix in the building and/or in the receipt of turnover rental would, in the Landlord's opinion, be prejudiced by such sub-letting, cession or assignment, shall be deemed reasonable and further that the Tenant shall bear the onus of proving the unreasonableness of the with-holding of consent by the Landlord which shall not be unreasonably withheld or delayed.
- 11.2 If the Tenant is neither a natural person nor a company whose shares are listed on a recognised stock exchange, a change in control of the Tenant without the written consent of the Landlord (which consent shall not be unreasonably withheld or delayed) shall be deemed to be a breach of this Agreement and the Tenant warrants that it shall procure the consent of its controlling body to the provisions of this sub-clause.

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12 TENANT'S GENERAL OBLIGATION

The tenant shall:

- 12.1 clean the exterior of its shopfront and advertising signs and keep the Premises in a clean condition;
- 12.2 at all times ensure that shop Premises are adequately stocked and properly staffed and shall not in any manner obscure or allow shop windows to be obscured;
- 12.3 keep the Premises continuously open and trading during the business hours of the Building. The Landlord shall reasonably determine such business hours and days from time to time and advise the Tenant thereof in writing. Without prejudice to any other rights the Landlord has under and in terms of this Lease, if the Tenant fails to comply with the provisions of this sub-clause the Tenant shall be liable, in addition to any rental or other amounts payable in terms of this Lease, to pay the Landlord the daily penalty referred to in Section 14 of the Schedule for each full business day that the Tenant is in breach of these provisions or the hourly penalty for each hour that the Tenant is in breach for less than a full business day as determined herein above. The Tenant shall however be entitled to open the Premises for trading hours in excess of the business hours of the Building subject to the provisions of clause 5.4 above;
- 12.4 pay for the replacement of all lamps, starters, ballasts and incandescent lamps used in the Premises and shall not interfere with the electrical installation or any other installation or equipment belonging to the Landlord and shall not overload the electrical system or any other service;
- 12.5 not attach to the walls, ceilings or any part of the Premises fittings or equipment which may be too heavy a load therefor;
- 12.6 not damage the walls, ceilings or any other portion of the Premises
- 12.7 not install any floor covering, lighting, plumbing, fixtures or shades or make any changes to the shopfront, install any window covering, awning, blinds, air-conditioning or light device on or adjacent to the shopfront or any window of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld;
- 12.8 furthermore, no signage shall be erected or displayed on the outside of the Premises without the prior written approval of the Landlord. The Landlord retains the right during the subsistence of this Agreement of Lease or any extension thereof to require the Tenant to maintain such signage in the style and condition as originally approved.
- 12.9 prevent any blockage of any sewer, waterpipe or drain and at the Tenant's cost remove such blockage or obstruction should it occur;

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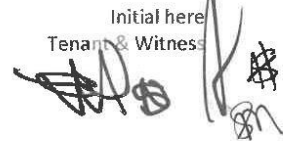
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- 12.10 allow the Landlord to affix "To Let" or "For Sale" signs to the Premises and allow prospective tenants or purchasers of the Premises or building to enter upon the Premises at all reasonable times;
- 12.11 ensure that all advertising signs, merchandise, display tables, containers or awnings or other matter on the windows or doors or outside the Premises or decoration or display in the shopfront to a depth of 2 meters into the Premises from the shopfront shall be to the reasonable satisfaction of the Landlord and the Landlord shall be entitled to require the Tenant to remove or charge same. The Tenant shall maintain such signs, decoration, display, containers, awnings or other matter in good order and condition and subject to the provisions of clause 6.2 above and 12.21 below, remove same upon vacating the Premises and reinstate the Premises;
- 12.12 provide and use bins or containers for refuse removal at its costs as may be necessary or specified by the Local Authority or the Landlord and keep the bins and containers in a neat and tidy condition and replace them from time to time;
- 12.13 pay the monthly contribution to the Marketing Fund as set out in the Schedule hereto to the Landlord. Should a Merchant's Association be established for the promotion of business in the Building, the Tenant shall join the said Association and be obliged to pay the said monthly contribution to such Association instead.
- 12.14 ensure that the quality of merchandise shall be of a high standard at all times and not hold or permit to be held any auction at the Premises or trade as a factory shop and the Tenant shall not hold sales of merchandise or services at discount prices in the Premises at intervals of less than eight (8) weeks without the Landlord's prior written consent. Furthermore, merchandise or services shall be sold at full retail price unless sold on a sale during a predetermined and planned sale period as mentioned above;
- 12.15 not leave or permit to be left any goods or articles upon or in the services areas, landings, stairways, fire escapes or passages or in any part of the building or property other than specific areas allocated for the express purposes concerned, in which areas no unreasonable accumulation of any articles or matters shall be made or permitted by the Tenant;
- ~~12.16 Where the nature of the Tenant's business entails cooking on the Premises the Landlord shall be entitled to require the Tenant at the Tenant's cost to install and use appropriate cooking devices to ensure that smoke, grease and other vapors are adequately contained. The Landlord shall in its entire discretion determine the nature, type, size, specification and make of such device which the Tenant shall install. The Tenant shall retain all equipment in clean and good working order at all times. By way of explanation and without in any way limiting, the Landlord's rights, it is recorded that in cooking operations that give rise to high quantities of oil vapor an automatic continuous wash type hood, as per Cyclomaze or equivalent, must be installed. Such operations as open steak grills, chip fryers etc, fall into this category. The Tenant shall be required to enter into a maintenance contract~~

~~in respect of said cooking devices with contractors approved of by the Landlord. The Tenant shall ensure that any extractor fan/s cooker hood, extractor system and any extensions or appurtenances thereto on or emanating from the Premises or grease traps installed in the sewer system of the Premises are during the currency of this Lease or any renewal thereof kept free from any obstruction, kept clean and properly maintained by a recognised specialist so as to ensure that such equipment remains in good working order at all times. The Landlord reserves the right to periodically inspect the cookers, grease traps, extract and ducting system and if not satisfied with the operation thereof or being of the opinion that it/they constitute a fire or nuisance hazard, to take the necessary steps to rectify the system at the expense of the Tenant, or to require the Tenant to effect such rectification.~~

- 12.17 provide adequate security to the reasonable satisfaction of the Landlord for the Premises, at the Tenant's sole cost and responsibility;
- 12.18 the Tenant shall obtain an occupation certificate for the Premises at its costs failing which the Landlord may obtain, without being obliged to obtain, such certificate and claim the costs thereof from the Tenant.
- 12.19 comply with the Landlord's House Rules applicable to the building from time to time as if these were terms and conditions of this Lease. The House Rules applicable at the date of this Lease are annexed hereto marked "F". The Landlord shall have the right from time to time on giving the Tenant written notice to vary, amend, add to and make reasonable House Rules;
- 12.20 maintain high standards of customer service and shall, if called upon to do so by the Landlord, undergo such retailer training and/or customer relationship training as the Landlord may require from time to time. The Tenant shall further ensure that its employees also undergo such training, if required by the Landlord. The Tenant shall be liable for payment of the reasonable costs of such training;
- 12.21 not operate or participate in any customer loyalty program or similar program in terms of which cash-back points or other rewards are given to its customers, without the prior written consent of the Landlord
- 12.22 shall accept and honor all valid gift vouchers in accordance with the gift voucher scheme operated by the Landlord from time to time tendered by its customers and shall abide by the rules of the Landlord's gift voucher scheme from time to time.
- 12.23 upon vacating or termination of the Agreement of Lease, the Premises shall be returned to the Landlord in the same good order and condition as it was at the Commencement Date, fair wear and tear excepted. The Tenant shall make good and repair at its own cost any damage or breakages. The Tenant shall be liable for the cost of cleaning, clearing and restoring the Premises to a clean shell unless the Landlord exempts the Tenant in writing or chooses to retain such alterations or additions. The Tenant shall ensure that all reinstatement works have been completed when it restores vacant possession of the



Premises to the Landlord on the Termination Date. If reinstatement work is still in progress on the Termination Date, the Tenant shall be liable to the Landlord for damages for holding over in accordance with the provisions of clause 16 mutatis mutandis until such time as the reinstatement has been completed and possession of a clean shell has been restored to the Landlord. Should the Tenant fail to reinstate the Premises as set out above, the Landlord shall be entitled to effect such repairs and bill the Tenant who shall pay such expense on demand.

13 DAMAGE OR DESTRUCTION

- 13.1 Should the Leased Premises be destroyed or damaged to an extent which prevents the Lessee from having substantial beneficial occupation of the Leased Premises, then
- 13.1.1 either Party may elect to cancel the Agreement with effect from the date of such damage or destruction; and
- 13.1.2 neither Party shall have any claim whatsoever against the other as a result of such damage or destruction or cancellation, unless the damage or destruction was willfully caused by, or through the negligence of the other Party, or its employees or agents.
- 13.2 Should the Leased Premises be damaged to an extent which does not prevent the Lessee from having substantial beneficial occupation of the Leased Premises, or should neither Party elect to cancel the Agreement, then the Agreement shall continue to remain in force and –
- 13.2.1 the Lessor shall at its cost repair the damage to the Leased Premises as soon as possible under the circumstances;
- 13.2.2 the Lessee shall re-occupy the Leased Premises as soon as the Leased Premises are available for beneficial occupation;
- 13.2.3 the Rental shall be reduced pro rata for so long as and to the extent to which the Lessee is deprived of the beneficial occupation of the Leased Premises; and
- 13.2.4 neither Party shall have any claim whatsoever against the other as a result of such damage, except as to require the other Party to perform its obligations as set out in this clause, unless the damage was willfully caused by, or through the negligence of the other Party.
- 13.3 Should the Lessor and the Lessee disagree as to whether or not or to what extent the Lessee has been deprived from having beneficial occupation of the Leased Premises, a certificate issued by an architect appointed by the Lessor and Lessee jointly, or, failing agreement by the Parties, appointed by the Legal Practice Council's Western

Cape Offices (or their successors in title), the costs of the architect to be shared between the Lessor and the Lessee, shall be final and binding on both the Lessor and the Lessee as to the extent of the deprivation of beneficial occupation by the Lessee.

14 RE-BUILDING AND RELOCATION

14.1 The Landlord may terminate this Lease or any renewal thereof by giving he Tenant six (6) months written notice to such effect in all or any of the following circumstances:

14.1.1 should the Landlord wish to demolish the building or the Premises; or

14.1.2 should the Landlord wish to reconstruct and/or redevelop and/or renovate the building or the Premises, provided always that such reconstruction and/or redevelopment and/or renovation be of a substantial and/or major nature.

The Tenant shall not have any claim for damages of whatsoever nature and howsoever arising by reason of the early termination of this Lease as provided above.

14.2 The Landlord shall, however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the building, other than the Premises, and these operations may proceed while the Tenant is in occupation of the Premises. Notwithstanding the implementation of any work as contemplated in this clause 14.2, the Tenant shall have no right to object to such work or to claim any rebate of Rental and Charges or have a claim for damages, howsoever arising, during the period in which the said work may be in progress.

14.3 Should the Landlord wish to undertake construction and/or redevelopment and/or renovations in the vicinity of the Premises, the Landlord shall be entitled but not obliged to relocate the Tenant, subject to the following terms and conditions:

14.3.1 the Landlord shall, prior to commencement of the construction /redevelopment/renovation work, be obliged to offer to the Tenant alternative premises of a similar size within the building. Should the Tenant reasonably decline the premises offered by the Landlord, the Tenant shall be entitled to continue trading from his existing Premises until such time as the Landlord has secured suitable premises approved by the Tenant, and the Landlord shall not commence with the work referred to in 14.3 above until such time as the Tenant is suitably relocated.

14.3.2 in the event of any dispute arising between the parties as to the reasonableness or otherwise of the Tenant's decision to decline the alternative premises offered by the Landlord, such dispute shall be determined by an independent expert appointed by the parties jointly or, failing agreement between the parties, appointed by the Chairman of the



African Property Owners Association from time to time. The expert shall not act as an arbitrator and his/her decision shall be final and binding on the parties. Should the expert find that the Tenant's decision was unreasonable, the Tenant shall be obliged to relocate to the alternative premises, failing which the Landlord shall be entitled to terminate this Lease.

14.3.3 should the Tenant approve and/or accept the alternative premises referred to in 14.3.1 above, the Landlord shall be responsible for the reasonable costs of such relocation, which costs shall, inter alia include, (but not be limited to) the relocation of the Tenant's fixtures to the alternate premises, and the provision of the same specification for the alternate premises as that provided for the Premises leased in terms of this Lease. Should any dispute arise between the parties as to the amount payable by the Landlord to the Tenant in terms hereof, such dispute shall be determined by an independent expert in accordance with the provisions contained in 14.3.2 above, mutatis mutandis.

14.3.4 the alternate premises shall with effect from the date of trading in the alternate premises be deemed to have been let to the Tenant on the same terms and conditions contained in this Lease.

14.3.5 the rental rate per square meter in respect of the alternative premises shall be the same as is then currently enjoyed by the Tenant in terms of this Lease.

15 BREACH

15.1 Should the Tenant:

- a) fail to pay rental and charges or any other amount or any part of the sums due by the Tenant in terms of this Lease on due date; or
- b) commit or allow the commission of any other breach, including any breach of the conditions in Annexure "M": (if applicable), and fail to remedy that breach within a period of seven (7) days after receipt of notice to that effect from the Landlord; or
- c) not take occupation of the premises, as a result of the Tenant's own doing, on the Access Date or the Commencement Date whichever is the first; or
- d) not commence shopfitting within seven (7) days of the access date and beneficial occupation of the premises being tendered by the Landlord; or
- e) repeatedly breach any of the terms of this Lease in such manner as to justify the Landlord in holding that the Tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this Lease; or

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- f) in the case of an individual, partnership, close corporate or trust, commit an act of insolvency; and in the case of a company, commit an act allowing for the winding-up of the company under the Companies Act 2008, or an application for the winding-up of the company being brought and/or a winding-up order being granted and/or the company being "financially distressed" as defined in terms of section 128 of the Companies Act 2008, or should any resolution be passed to place the company under Business Rescue and/or should the company be placed under Business Rescue; or
- g) should any surety of the Tenant be sequestrated or placed in liquidation or under Business Rescue or become "financially distressed" as defined in section 128 of the Companies Act 2008; or
- h) not being a natural person nor a company listed on a recognized stock exchange, undergo a change in control without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed);

then and in any such event the Landlord shall have the right but shall not be obliged either:

- 15.1.1 forthwith to cancel the Lease and to resume possession of the Premises, but without prejudice to this claim for arrears of Rental and Charges and other amounts owing hereunder and/or for damages which it may have suffered by reason of the Tenant's breach of contract or of the premature cancellation; or
 - 15.1.2 to vary the Lease by making it thereafter terminable by one (1) month's written notice given by the Landlord without prejudice to its claim for arrears of Rental and Charges and other amounts owing hereunder and/or for damages which it may have suffered by reason of the Tenant's breach of contract.
- 15.2 Notwithstanding the 15.1(b), the Landlord shall not be obliged to give more than two notices arising from a breach during any twelve (12) month period.
- 15.3 The Landlord shall be entitled to recover all legal costs incurred by it, including Attorney and Own Client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys, from the Tenant. The aforementioned costs will include, but not be limited to, costs incurred as from the date that the Landlord instructs its external attorneys for dispute resolution, debt collection and/or lease enforcement.
- 15.4 Without prejudice to any of the other rights of the Landlord, from due date to date of payment the Tenant shall pay interest at the rate of two per centum (2%) per month



during the period while the payment is outstanding on all amounts (Rental and Charges or otherwise) due by the Tenant to the Landlord in terms of or arising out of this Lease, including any monies disbursed by the Landlord on behalf of the Tenant.

- 15.5 Should the Landlord commit or allow the commission of any other breach, and fail to remedy that breach within a period of 14 (fourteen) days after receipt of notice to that effect from the Tenant, or, if the breach is not capable of being remedied within such 14 day period, within such extended period as may be reasonable having regard to the nature of the breach and the nature and extent of the remedial steps required, then and in any such even the Tenant shall have the right but shall not be obliged either:

15.5.1 forthwith to cancel the Lease; or

15.5.2 to claim specific performance,

in either event, without prejudice to its rights to claim damages which it may have suffered by reason of the Landlord's breach of contract.

16 PAYMENT OF RENTAL AND CHARGES IF CANCELLATION DISPUTED

If for any reason or on any ground the Landlord disputes the Tenant's right to occupation of the Premises, the Tenant shall, pending settlement of any dispute continue to pay an amount equivalent to the sum of the monthly Rental and Charges and any other amounts payable as provided for in this Lease, monthly in advance on the first day of each month. For the avoidance of doubt, the Landlord shall be entitled to apply the same escalation percentage, as agreed, and represented in Section 5.1 and 5.2 of the Schedule, to the monthly Rental and charges after the Termination Date. The Landlord shall be entitled to accept and recover such payments, without prejudice to the Landlord's rights which without limitation, include the right to recover the actual damages suffered by it. Such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute. If the dispute is resolved in favor of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the Lease or the unlawful holding-over of the Premises by the Tenant.

17 MONTHLY EXTENSION UPON EXPIRY

17.1 Unless

- 17.1.1 the Landlord gives the Tenant written notice, at least 2 (two) months prior to the termination date, that it requires the Tenant to vacate the premises on the termination date, or

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- 17.1.2 the Tenant gives the Landlord written notice, at least 6 (six) months prior to the termination date, that it will vacate the premises on the termination date;

this Lease shall automatically be extended for a period of 3 years after the termination date stated in Section 4 of the Schedule.

- 17.2 All the provision of this Lease shall continue to apply and govern the tenancy of the premises during the period of any extension in terms of clause 17.1 ("the Extension Period"), save that:

- 17.2.1 the Lease shall be subject to termination by either party giving the other not less than 1 (one) calendar's month's prior written notice of termination; and

- 17.2.2 the gross rental payable by the Tenant during the Extension Period shall be the gross rental as set out in Section 5.1 of the Schedule in respect of the last year of the lease period, escalated by the escalation rate reflected in the said Section 5.1.

18 NOTICES

The parties choose as their domicile citandi et executandi the addresses referred to in the Schedule. All notices shall be delivered by hand or posted by prepaid registered mail and shall be deemed to have been received by the addressee on the fifth business day after posting thereof, or forthwith upon hand delivery. The parties may change their domicile to another address in the Republic of South Africa of which they may advise each other in writing on not less than seven (7) days' notice.

19. WHOLE AGREEMENT

- 19.1 This Lease contains all the terms and conditions of the agreement between the Landlord and the Tenant. The parties acknowledge that there are no understandings, representations, promises, warranties or the like between the Landlord and the Tenant in regard to the letting of the premises other than those set out herein.
- 19.2 No alteration, variation of or addition to this Lease shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant.
- 19.3 No relaxation or indulgence, which the Landlord may show to the Tenant, shall in any way prejudice its rights hereunder. An acceptance of payment of Rental and Charges or any other payment shall not prejudice the Landlord's rights or operate as a waiver or abandonment thereof or estop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on the due date. Unless otherwise stated by the Landlord in writing, the receipt by the Landlord or its agent of any rental or other payment shall in no way whatsoever prejudice or

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operate as a waiver, rescission, or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.

- 19.4 Should any provision of this Lease be found to be unenforceable such provision shall, at the election of the Landlord, be severable and the remaining provisions of the Lease shall remain of full force and effect.
- 19.5 The Parties agree that a scanned or electronically reproduced copy or image of the agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, term and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of the Agreement and without the requirement that the unavailability of such original, executed counterpart of the Agreement first be proven.
- 19.6 In the event of this Agreement being electronically signed by either or both parties, such signature/s as authenticated with the relevant Certificate of Completion shall constitute an electronic signature as defined in the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") and is intended by the Parties to serve as a signature.

20 ADMINISTRATION COSTS

The Tenant shall be liable for payment of the administration costs in connection with this Lease as set out in Section 9 of the Schedule.

21 DEPOSIT

~~The Tenant shall on receipt of a copy of the fully executed lease and undercover of a valid tax invoice, pay a deposit in the amount stated in Section 10 of the Schedule. The Tenant shall be entitled at any time to obtain the release of the said deposit by providing an irrevocable bank guarantee valid until three months after the Lease Period (including any renewal period) has expired, acceptable to the Landlord in its sole discretion, for the said amount. The Landlord shall be entitled to apply this deposit or call up the guarantee to make good any of the obligation of the Tenant in terms of this Lease. Should the Landlord apply the deposit or bank guarantee as aforesaid during the currency of the Lease, the Tenant shall, within 7 days of written demand thereto, pay the amount required (or provided a fresh bank guarantee in the amount required) to reinstate the lease security held by the Landlord to the amount as stated in Section 10 of the Schedule. The deposit or guarantee shall be retained by the Landlord until 30 days after the expiry of the Lease and the Tenant shall not be entitled to off set Rental and Charges or any other amounts owing hereunder against the deposit or guarantee. The deposit shall be repaid, or the guarantee returned, as the case may be, within thirty (30) days after the expiry of this Lease, subject to the proper performance of the Tenant's obligations. No interest will be repayable on the deposit. For the avoidance of doubt, the deposit shall only be repaid once the Tenant has complied with all FICA identification and verification requirements.~~

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22 CHANGE OF BUILDING NAME

The Landlord shall have the right, having given the Tenant not less than 60 days' prior written notice, to change the name of the building. The Landlord shall not be liable for any losses or damages suffered by the Tenant arising from or incidental to such change of name.

23 VALUE ADDED TAX (VAT)

The Tenant agrees to pay all VAT in terms of the VAT Act (No. 89 of 1991) (as amended from time to time) or other taxes leviable from time to time in law, in respect of and together with any amounts payable by the Tenant in terms of this Lease. Should the rate at which VAT is leviable alter during the subsistence of this Lease or any renewal thereof, such alteration shall be applied to the Gross Rental and Charges and any other charges. All amounts recorded in these General Terms and Conditions, the Lease Schedule and/or any further Annexures to the lease, will be deemed to be exclusive of VAT, unless specifically stated otherwise, and VAT at the prescribed rate will be payable in addition thereto.

24 AGENT'S COMMISSION

The Landlord shall only be responsible for agent's commission arising out of the introduction of the Tenant, should such agent have been appointed by the Landlord in writing. Where the Tenant has retained an agent to secure the Premises for itself the Tenant shall be responsible for the payment of any agent's commission so arising.

25 SUCCESSORS IN TITLE

The terms of this Agreement shall be binding on the parties hereto, their heirs, executors, successors in title or assigns, unless otherwise specified.

26 ACCESS TO THE PREMISES

Notwithstanding anything to the contrary contained in this Lease, the Tenant shall be entitled to occupation of the Premises on the Access Date only if the Tenant has complied with all legislative and policy requirements including but not limited to Financial Intelligence Centre Act 38 of 2001 and if the administration costs referred to in clause 20 above (and Section 10 of the Schedule); the deposit referred to in clause 21 above (and Section 11 of the Schedule); and the rental and costs in terms of the first month of the Lease Period have been paid to the Landlord in full.

27 PARKING

Subject to availability, the tenant will be required to take up, occupy and use the minimum number of parking bays allocated to the leased premises in accordance with the parking ratio of the property for the entire duration of this lease and any renewal thereof, as set out in clause 3.5 of the Schedule. The landlord will be entitled, within its sole and absolute discretion, to allocate

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and/or re-allocate the position and locality of the said parking bays to the tenant. The landlord's allocation of the said parking bays will be final and binding on the tenant.

28 NOTARIAL BOND

The tenant agrees, for the duration of the lease, not to encumber any of the moveable assets on the premises with a notarial bond or in any manner whatsoever without obtaining the landlord's prior written consent.

29 HEALTH AUDIT (Applicable to all Food Tenants)

The tenant will participate in any health, insurance, or hygiene audits undertaken in respect of food operations conducted within the shopping component of the building and the tenant will contribute pro-rata to the landlord's cost of, and incidental to the implementation of such audits. The tenant will, at its cost, carry out in the premises any remedial work or improvement brought to light by such audit and failure to do so will constitute a material breach of this lease.

The tenant will regularly have their fat traps and extraction canopies serviced and provide the landlord with written certification from approved service providers as proof that this has been done.

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Handwritten signatures of the tenant and witness, with some initials and a dollar sign visible.

SIGNED AT Knysna THIS 12th DAY OF December 20 23

Human.
FOR AND BEHALF OF THE LANDLORD

Samantha Human
LANDLORD (FULL NAME)

Mario
WITNESS

Samantha Marais
WITNESS (FULL NAME)

SIGNED AT Knysna THIS 12 DAY OF December 20 23

[Signature]
FOR AND BEHALF OF THE TENANT

Ombali Sebete
TENANT (FULL NAME)

[Signature]
WITNESS

Phen M. Williams
WITNESS (FULL NAME)

Annexure "A"

TURNOVER RENTAL CLAUSE

1. ~~In addition to the rental payable each month, the Tenant shall pay to the Landlord a turnover rental.~~
2. ~~The turnover rental shall be calculated by multiplying the annual Turnover of the Tenant for the year preceding each anniversary of the tenants financial year end (including any part thereof as it co-insides with the lease term) by the percentage stated in Section 6 of the Schedule, and, if the resultant amount is greater than the gross rental excluding any VAT content payable for the said year (as set out in Section 5.1 of the Schedule), then such excess plus VAT thereon is to be paid to the Landlord as turnover rental.~~
3. ~~The Tenant shall submit to the Landlord on or before the second business day following the end of each calendar month during the subsistence of this Lease (plus any partial calendar month if this Lease does not commence on the first day of a calendar month) a written statement duly signed by the Tenant and certified by it to be true and correct, showing in reasonably accurate detail the amount of the Tenant's Turnover as defined in 7 below for each day of the preceding calendar month. Should the Tenant fail to comply with the provisions of this clause, the Tenant shall be liable, in addition to any rental or other amounts payable in terms of this Lease and without prejudice to the Landlord's other rights in terms of this Lease, for payment of the daily penalty referred to in Section 14 of the Schedule, for each day that such non-compliance endures.~~
4. ~~Within sixty (60) days after each anniversary of the financial year (including any part thereof) thereof the Tenant shall furnish to the Landlord with a Factual Findings Report on turnover including all information and the findings on all procedures performed for the year preceding such anniversary and together with such report pay for the Landlord the amount of the turnover rental, if any. Should the Tenant fail to submit the said report timeously, the Tenant shall be liable, without prejudice to the Landlord's other rights in terms of this Lease, for payment of the daily penalty referred to in Section 14 of the Schedule, for each day that such default endures.~~
5. ~~Should the Landlord for any reason whatsoever, including the loss of any records by the Tenant or the failure on the part of the Tenant to submit a report in terms of 4 above, be unable to determine or verify the turnover rental at any time, the Landlord shall be entitled to estimate the Tenant's Turnover for the relevant period based on the monthly turnover statements furnished by the Tenant in terms of 3 above and such other factors as the Landlord may, in its sole discretion, deem fair and reasonable. Until such time as a report in terms of clause 4 has been furnished by the Tenant and/or verified to the Landlord's reasonable satisfaction, the Tenant shall be bound by the Landlord's determination and shall, if applicable pay the turnover rental calculated on the basis of such estimated Turnover, upon demand thereto by the Landlord.~~
6. ~~Should the monthly turnover statements submitted by the Tenant in terms of 3 above indicate that the Tenant is likely to be liable for the payment of turnover rental, the Landlord shall be entitled to calculate the Tenant's projected turnover rental on the basis of such monthly turnover statements on a quarterly basis and to recover projected turnover rental as provisional payments on account of turnover rental from the Tenant on a quarterly basis. Such provisional payments shall be reconciled against the turnover rental payable by the Tenant~~

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~~when the report referred to in 4 above is delivered and the necessary financial adjustments shall be effected between the parties within 14 days of such delivery.~~

7. ~~"Turnover" shall mean and include:~~

~~The aggregate amount of actual selling prices (including any deposits and installments) of all goods sold, and the charges for all services rendered or performed and rentals received for goods let by the Tenant in, at, on or from the premises whether made in cash and/or credit or otherwise and including (but without limiting the generality of the foregoing) all sales, leases, and services;~~

~~7.1 the orders for which originate at or are received or accepted or recorded by the Tenant in the premises, but delivery or performance thereof is made from or at any place other than the premises, or vice versa;~~

~~7.2 the orders for which originate at or are received or accepted or recorded by the Tenant on-line or at any place other than the premises, but delivery or performance thereof is made from or at, in or from the premises~~

~~7.3 made or rendered by means of mechanical or other vending devices in the premises;~~

~~7.4 made or rendered as a result of transactions originating upon the premises;~~

~~7.5 which the Tenant would, in the normal or customary course of his business, credit or attribute to the Tenant's business upon the premises or part or parts thereof;~~

~~and all monies or other things of value received by the Tenant from the Tenant's business in or on the premises and sales not included in the foregoing but made or performed in such manner as to deprive the Landlord of the benefits thereof.~~

~~The following shall be excluded from "Turnover":~~

~~7.6 Value Added Tax;~~

~~7.7 In respect of sales on terms, such interest, finance charges and/or accommodation charges made that are separately disclosed to the customer and paid by the customer over and above the cash selling price of the goods sold;~~

~~7.8 The transfer or exchange of goods between the Tenant and any of its branches, subsidiaries, associates, fellow subsidiaries, and/or holding company where such transfers or exchanges are made which solely for the convenient operation of the Tenant's business and not for the purpose of sales which have been made at, in or from the premises, nor for the purpose have been made at, in or from the premises, nor for purpose of depriving the Landlord of the benefit of sales that otherwise would have been made at, in or from the premises; and~~

~~7.9 returns to manufacturers, wholesalers or suppliers; and~~

~~7.10 sales of fixtures after use thereof in the conduct of the Tenant's business in the premises; and~~

~~7.11 any amount received by the Tenant for the sale of stock in trade to a cadent of the Lease where the cession of the Lease to such cadent has been approved by Landlord;~~

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~~and there shall be deducted from turnover, cash or credit refunds made upon transactions included with turnover, not exceeding the selling price of goods returned by the purchaser and accepted by the Tenant.~~

~~All references to "the Tenant" in the above definition shall be deemed to include any sub-tenant of the Tenant.~~

~~Should the Tenant operate or participate in any customer loyalty program, whether with the Landlord's consent or otherwise, it is specifically agreed that the cash-back rewards, points or other form of credits given to customers shall not be deducted from the Tenant's turnover.~~

- ~~8 The Tenant shall keep and maintain at all times during the currency of the Lease full and accurate accounting records from which the Turnover in respect of each year can be ascertained and determined and in particular but without limiting the foregoing, the Tenant shall at all times during the currency of the Lease:~~

~~8.1 keep on the premises and maintain in good operating condition a cash register with tape (or an electronic point of sales system), or other means for adequately and efficiently recording sales and shall ensure that all sales are recorded thereby and that the daily records are retained in terms of clause 9 below;~~

~~8.2 bank all cash received intact and retain all bank deposit slips in terms of clause 9 below;~~

~~8.3 keep detailed stock sheets and general ledger accounts and retain such records in terms of clause 9 below.~~

- ~~9 The Tenant shall keep and preserve during and for at least 60 (sixty) months after the end of each year of the Lease Period and/or the Tenant financial year (whichever period is most recent), all sales slips, dockets, hire purchase agreements, bank statements and bank deposit records, tax (including VAT) returns, general ledger accounts and other evidence of turnover for such years. The Landlord shall have the right at any time and from time to time to cause its internal and/or outside auditors to audit all the books of account, statements, documents, records, returns, papers, files and other evidence of the Tenant that are directly or indirectly relevant to turnover. Should the Landlord institute its audit, this shall include all general audit procedures together with onsite inspections.~~

- ~~10 In the event of the Landlord having caused an audit to be made and the turnover shown by the Tenant's annual report referred to in 4 hereof being found to be understated by more than three per centum (3%), then the Tenant shall pay to the Landlord the cost of any such audit plus any turnover rental or extra turnover rental due, plus interest at the maximum rate permissible by law, calculated as from due date sixty (60) days after each anniversary of the Tenant's financial year end (including any part thereof) to date of payment, on the outstanding amount. Should the Turnover shown by the Tenant's annual Factual Findings Report referred to in 4 hereof be found to be understated by more than ten per centum (10%), the Landlord shall have the right to cancel this Lease by giving the Tenant 30 day's prior written notice of termination, unless the Tenant demonstrates to the Landlord's reasonable satisfaction that such understatement was due to a bona fide error.~~

- ~~11 Should no turnover rental become payable during the second and any succeeding year of this Lease or during any year of the renewal hereof the Landlord shall have the right at any time thereafter and notwithstanding the provisions of Section 4 of the Schedule to this Lease read~~

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~~with Clause 2 of the General Conditions of Lease to cancel this Lease by giving the Tenant (6) calendar months written notice of such cancellation.~~

~~12 The Tenant shall, in accordance with the provisions of this Lease and Design Criteria Document, ensure that its Point of Sales System can be connected to the Landlord's Centre Turnover accounting system. Further, it is recorded that in addition to the reports (as noted in point 4 above) the Landlords shall have access to the Tenant's accounting system on a daily basis for the purpose of verifying and determining the level and amount of Turnover being generated by the Tenant in the Premise. In this regard, the Tenant shall ensure that its Point of Sale system (POS) is able to provide the Landlord's Centre Turnover System with an ASCII code and data exchange connection file. The Tenant shall, at its sole cost, ensure that the necessary POS computer code information is shared with the Landlord.~~

~~13 At all times during the course of the Lease Period, the Tenant shall supply on demand to the Landlord the number of customer transactions effected during a specified period, together with the Turnover amount for this same period.~~

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Annexure "B"

COMPANY RESOLUTION CERTIFICATE

ORDINARY COUNCIL MEETING
MINUTES
26 OCTOBER 2023

C05/10/23 REQUEST TO ENTER NEW LEASE AGREEMENT WITH GREY ELEPHANT INVESTMENTS (PTY) LTD FOR OFFICE ACCOMMODATION

RESOLVED BY MAJORITY

- [a] That the report and annexures regarding the request to consider entering into a new lease agreement with Grey Elephant Investments (Pty) Ltd for office accommodation, be noted;
- [b] That approval be given to enter into a new lease with Grey Elephant Investments (Pty) Ltd for a period of three years as from 1 January 2024 until 31 December 2026; and
- [c] That the Municipal Manager be authorised to approve a yearly deviation for the leasing of office space for the three years.

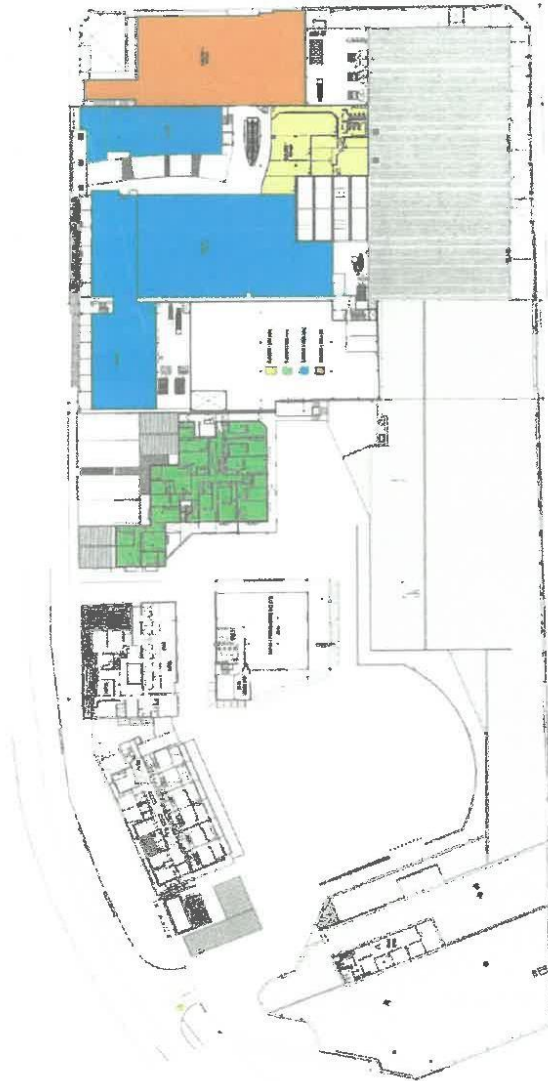
File Number : C. 122
Execution : Municipal Manager
Director : Corporate Services
Head : Properties

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Annexure "D"

(Plan indicating location of premises)



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Annexure "E"

DEED OF SURETYSHIP

I/We, the undersigned,

Identity Number _____

Identity Number _____

Hereby bind myself / ourselves as Surety(ies) and Co-Principal Debtor(s) jointly and severally in solidum to:

GREY ELEPHANT INVESTMENTS (PTY) LTD, REGISTRATION NUMBER 2018/470172/07

(hereinafter referred to as "the Landlord")

For the due and proper fulfillment of all the obligations of:

Registration Number _____ trading as

(hereinafter referred to as "the Tenant")

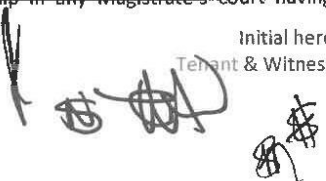
its successors in title or assigns, arising from or out of or in terms of the Lease (to which this suretyship is attached) between the Landlord and Tenant in respect of certain premises, being

(hereinafter referred to as "the Lease") or any renewal, extension, breach or cancellation of the Lease, including breach or cancellation of any renewal and / or extension.

I/We agree and declare that:

1. ~~No act of indulgence, relaxation or grace granted by the Landlord to the Tenant (including any act of accepting payment after due date or in accepting a lesser sum than the amount due) shall prejudice or affect the Landlord's rights in terms hereof, and if any action by the Landlord result in a novation of any debt or liability arising out of or from the Lease then I/we undertake and agree to be similarly bound as Surety(ies) and Co-Principal Debtor(s) in favour of the Landlord for such novated debt or liability.~~
2. ~~This Suretyship shall remain in force as a continuing covering security until such time as all the obligations of the Tenant to the Landlord in terms of the Lease (or any renewal, extension, amendment, breach, cancellation thereof including breach or cancellation of any renewal and extension have been duly and properly fulfilled.~~
3. ~~I/We renounce the benefits of excussion, division and cession of action, the full meaning and effect whereof I/We know and understand.~~
4. ~~If any Surety hereunder is a Company that Company does hereby warrant and represent to the Landlord that it has a material interest in securing the indebtedness covered by this Suretyship which is entered into for its direct or indirect benefit. The person signing this Suretyship on behalf of the Company shall be deemed by virtue of such signature to be a party to the foregoing warranty and representation in his personal capacity jointly and severally with such Company.~~
5. ~~The Landlord shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this Suretyship in any Magistrate's court having~~

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jurisdiction in respect of the Surety's person, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect of the cause of action.

6. ~~If this Deed has been prepared in form for signature by more than one Surety, then each surety who signs it acknowledges and records that notwithstanding the fact that it provides for signature hereof by other Sureties, there is a separate, distinct and independent contract of Suretyship brought into existence by each Surety who does sign it. Accordingly, if for any reason any Surety named herein shall fail to sign this Deed of Suretyship for any reason whatsoever or if this Suretyship shall for any reason cease to be or is not binding on any one or more of the Sureties then the obligations of the other(s) shall be and continue to be binding and remain of full force and effect in terms hereof.~~

7. ~~In the event of the Tenant becoming insolvent, or, if the Tenant be a Company or Close Corporation or Trust, in the event of it being wound up either voluntarily or by the Court or in the event of the Tenant becoming "financially distressed" as defined in the Companies Act 2008, or in the event of a resolution being passed to place the Tenant under Business Rescue, or in the event of it being placed under Business Rescue, and the Trustees or the Liquidator or the Business Rescue Practitioner (as the case may be) not performing the Tenant's obligations and/or terminating the aforementioned Lease or any renewal thereof, this Suretyship shall extend to and cover all loss which may be sustained by the Landlord by reason of the non-performance of the terms of such Lease and I/we shall be liable jointly and severally to the Landlord as Surety(ies) and Co-Principal Debtor(s) for the due payment in full of all such loss.~~

8. ~~Without derogating from the generality of any of the provisions of this Suretyship or the ambit of the obligations embraced, my/our liability shall cover all claims for compensation or damages which the Landlord may at any time have as a result of the cancellation or termination of any contract between the Tenant and the Landlord howsoever arising, including without limitation the termination of any Lease between the Tenant and the Landlord (or the Landlord's predecessor in title) which takes place pursuant to the provisions of section 37(1) of the Insolvency Act, No. 24 of 1936, as amended, or pursuant to any corresponding legislation.~~

9. ~~It is agreed and declared that all admissions and acknowledgements of indebtedness by the Tenant shall be binding on me/us.~~

10. ~~If the Lease has been signed on behalf of a Company to e formed then this Suretyship is for the obligations of that Company.~~

11. ~~It is hereby confirmed that this Deed of Suretyship was completed in all respects at the time of signature hereof and that there were no blank spaces at the time of signature.~~

12. ~~I/We choose domicilium citandi et executandi at:~~

Thus done and signed at _____ on this _____ day of _____

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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Tenant _____ NAME _____

Witness _____ NAME _____

I declare that my marital status is as follows:

- ☐ Unmarried
☐ Married out of community of property (Ante Nuptial Contract)
☐ Married in community of property

If married in community of property, please complete the following:

I, _____ (full name), Identity Number _____

Hereby consent in terms of Section 15 (2) of the Matrimonial Property Act (88 of 1984) to
_____ (spouse's name) entering into this suretyship.

Spouse's signature _____

Thus done and signed at _____ on this _____ day of _____

Witness _____ NAME _____

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Tenant & Witness


Annexure "F"

HOUSE RULES

1. All tenants, their agents, employees, or visitors shall abide by the COVID-19 protocols as set out by Government legislation. Tenants are to ensure their employees and patrons abide by these rules and will be responsible for the management and control of any queues that form outside their premises.
2. The entrance foyers, cloakrooms, passages, service yards, parking areas, malls and refuse yards shall not be obstructed by any of the tenants, its agents, employees, or visitors, or be used by them for any purpose other than that for which they were designed.
3. The doors, skylights and windows that reflect or admit light into malls or into any place in the building shall not be covered or obstructed by the tenant. Shopfront display lights are to be switched on at closing time and are to remain on until a time pre-determined by the Centre Management.
4. The water closets and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, rubbish, rags, ashes, chemicals, refuse from electric batteries or other substances shall be deposited therein. Any damage caused as a result of such misuse shall be made good by the tenant.
5. The tenant shall not place any safe or heavy article, machine, or equipment on the floor of the premises without the consent of the LANDLORD. Any damage done to the building by taking in or out the aforementioned equipment shall be made good and paid for by the tenant and the cost of installation on removal of any of the aforementioned equipment shall be borne by the tenant.
6. Upon the termination of this lease, the tenant shall return the keys of the premises received by him to the Centre Management.
7. Tenants, their agents, employees or visitors shall not make or permit any improper noises in the building or perform on any instrument or use any hi-fi set in the premises or the building save with the consent of the LANDLORD in writing. The level of music played inside the shops will be subject to the approval of the Centre Management.
8. No animals shall be kept in or about the premises save as is provided for in terms of the use clause. No dogs allowed, except if it is being carried.
9. The tenant shall not do anything which detracts from the appearance of the building and shall keep the pavements, foyers, corridors, passages and/or arcades and mall in front of the premises at all times in a clear and tidy condition and shall not permit same to be obstructed by furniture, ornaments, advertising matter, packing cases or display of wares. No trading outside of the lease lines will be permitted without the approval of the landlord.
10. TENANTS, their agents, employees or visitors shall not bring into or permit to remain on the premises any vehicle or bicycle whether owned by him or any other person save with the consent in writing of the LANDLORD. No vehicles are to be left overnight in the carpark without permission from Centre Management. No bicycles are to be ridden inside the mall – it may be pushed while walking only.
11. No cooking of food shall take place on the premises, save as is provided for in terms of the use clause.

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12. The tenant agrees to comply with the LANDLORD's security and fire protection regulations which exist in the building from time to time and undertakes to secure compliance therewith from its employees. The tenant warrants that a suitable fire-fighting appliance or extinguisher is located in a prominent place in the premises and undertakes not to tamper with any security or firefighting equipment in the premises. Tenant to ensure that a firefighting appliance is visibly placed at the entrance of the premises after hours, to be used in case of emergency.
13. Tenants, their agents, employees or visitors shall not bring into or permit any drinking of alcohol, except in licensed premises or at special events approved by Centre Management.
14. Tenants, their agents, employees or visitors shall not bring into or permit demonstrations, group demonstrations, picketing and any form of protest action.
15. Tenants, their agents, employees or visitors shall not bring into or permit the selling of raffles or charity tickets without permission from the marketing manager.
16. TENANTS, their agents, employees or visitors shall not bring into or permit canvassing, handing out or placing of pamphlets, handbills, political posters, and political canvassing
17. The tenant acknowledges the LANDLORD's right to approve all signage prior to the erection of same and undertakes to paste no signs or notices of any kind, except a notice displaying trading hours and emergency contact numbers to shop windows, doors or shopfronts or place any sign or sandwich boards, poster stands or display boards of any kind in the mall, without the LANDLORD'S prior written approval.
18. All advertising posters in windows or shopfronts must be affixed to notice boards and no sale notices are to be plastered on windows, doors, or shopfronts.
19. On-grade parking area – please note that NO tenants are allowed to park in this area. This area is earmarked for shoppers only. Tenants are to park in the Game parking area when out of season and during season on Level P2. Centre Management reserves the right to have vehicles removed or issue tenants that contravene this, with a fine. NO DELIVERY VEHICLES ALLOWED IN THIS AREA. Tenants are to co-ordinate their deliveries and may be fined if not adhered to.
20. Permission must be received from the LANDLORD to install any plant, erect any aerials, et cetera and any such approved installations shall be maintained by the tenant during the currency of the lease. The tenant undertakes to make good, at the discretion of the LANDLORD, any damage that may be caused by any such installation.
21. ALL contractors are to report to the Centre Management offices and sign in with security. The operations manager for the mall will issue required works permits PRIOR to any work being done on the premises, including at tenant stores.
22. **PLEASE NOTE:** No work during trading hours that can disturb or irritate neighbouring tenants or that is audible in the mall (hammering, chopping, grinding). This will have to be done after hours and per arrangement with Centre Management. NO EXCEPTIONS
23. No access to the roof of the building shall be gained by any tenant or its contractor unless accompanied by a member of the Centre Management.
24. **NO** wastewater (from mopping floors, construction works, paint brushes, etc.) to be disposed of into any drains or stormwater drains.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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25. No fire hydrants are to be used by any member of the public or tenant unless in an emergency (fire). This is a legal requirement and any tenant, their employee or visitor found contravening this, will be liable for the reinstatement of said hydrants.
26. Tenants are responsible for the removal of their waste and bins to the Centre's waste area and the return of their own waste bins to their store.
27. The tenant shall comply with any reasonable request from the Centre Manager with regard to turnover performance. All tenants are to provide the Centre Management offices with their monthly turnover figures by the 5th of the month using the following email address – turnover@knysnamail.co.za.
28. The LANDLORD shall not be responsible to any tenant for non-observance or violation of these regulations by any other tenant, and the LANDLORD shall be entitled to waive compliance with any regulation or regulations by any tenant or tenants without thereby affecting the obligation of other tenants under these regulations.
29. The LANDLORD shall be entitled to restrict the hours of access to and egress from the building or any portion thereof in the interests of security of the building and shall advise the tenant of any such restrictions.
30. The tenant shall keep the premises open for the purposes of trading during the business hours of the building as determined from time to time by the Landlord and/or the Centre Management.

The current business hours of the building are:

Monday to Friday	:	09h00 to 18h00
Saturday	:	09h00 to 15h00
Sunday/Public Holidays	:	09h00 to 14h00

(The Tenant has the right to trade later than the hours set out above, with written consent from the Landlord, but shall not be allowed to close earlier than the hours set out above).

31. The LANDLORD shall have the right from time to time to alter any of these regulations and to make other or further regulations where such altered or other or further regulations are in its reasonable judgement essential for the safety, care and cleanliness of the Premises or the Building, and for the preservation of good order therein, the tenant shall be bound by and shall observe these regulations.
32. Wherever the tenant requires the consent of the LANDLORD to operate outside these regulations, the TENANT shall request such consent from the LANDLORD and/or the Centre Management in writing.
33. The tenant shall not contravene or permit the contravention of the terms of the Environmental Management Plan for the operation of the Building and the Property concluded between the LANDLORD and the Local Municipality or its successor/s in title. A copy of the plan will be provided by the Centre Management on request by the TENANT.
34. All tenants to comply with regulations with respect to the Tobacco Control Act 83 of 1993 and or any amendments.

The current smoking law bans smoking in public places but allows for designated smoking areas inside places like bars, taverns, and restaurants provided that they do not take up more

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than 25% of the venue. Applicable tenants are to create their own smoking areas within their premises and ensure that it complies with the relevant acts and regulations.

Smokers must be at least 10 meters away from any public buildings.

35. Right of admission is reserved
36. Anyone caught shoplifting will be banned from the building. Centre Management has the right to ban from the Centre anyone who has, in its sole discretion, behaved in an unacceptable manner. Such bannings may be uplifted by Centre Management at its sole discretion.
37. Tenants remain responsible for the security of their premises. The appointed security officers roaming the mall have been appointed to offer assistance where necessary. However, their primary function is to protect the mall and its patrons.

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Annexure "G"

BANK GUARANTEE (PRO FORMA)

Letter of Guarantee number _____

To: Grey Elephant Investments (Pty) Ltd,
Registration Number: 2018/470172/07

Care of: Grey Elephant Investments (Pty) Limited
Knysna Mall
49-51 Main Street
Knysna
7561

("hereinafter referred to as "the Landlord")

1. At the instance of _____ Registration Number _____

Trading as "_____", (hereinafter referred to as "the Tenant") we, the undersigned, _____ and _____ in our respective capacities as Credit Manager and Branch Manager of _____ (hereinafter referred to as "the Bank") duly authorised thereto, hold at the Landlord's disposal and undertake to pay to the Landlord an amount not exceeding R _____ (_____) in respect of Rental and Charges and/or other amounts owing by the Tenant to the Landlord in terms of the lease agreement in respect of the premises known as SHOP _____, KNYSNA MALL, 49/51 MAIN STREET, KNYSNA, 6570, upon receipt by the Bank, at the above stated address of the Landlord's first written demand, which written demand will state that:

1.1 the Tenant has failed to pay the Rental and Charges and/or other amounts due to the Landlord in terms of the aforementioned lease agreement; and

1.2 accordingly, the amount of R _____ or any lesser portion thereof, is now due and payable.

2. This guarantee will expire on _____: being 3 (three) months after the expiry of the lease agreement, and any claim which arises or demand for payment received after this date shall be invalid and unenforceable.

3. This guarantee is personal to the Landlord and is neither negotiable nor transferable and must be returned to the Bank upon payment or expiry. However, in the event of the sale of the immovable property of which the leased premises form part, the Landlord will inform the Bank with the new Landlord's details, where upon the Bank will issue a similar guarantee ("the new guarantee"), wherein the new landlord shall be recorded as "the Landlord" and which new guarantee shall be conditional only upon the cancellation of this existing guarantee.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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4. ~~Notwithstanding anything to the contrary contained herein, the Bank's obligations hereunder shall be construed as principal and not as accessory to the obligations of the Tenant and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, nor shall the Bank's obligations in terms hereof be discharged, by the fact that a dispute may exist between the Tenant and the Landlord.~~
5. ~~The Bank hereby renounces the benefit of the exception of excussion and hereby acknowledges that the full force and effect of this exception and the renunciation thereof is fully known to the Bank.~~
6. ~~The Bank's obligations under this guarantee shall be restricted to the payment of money only.~~
7. ~~The Bank accepts that the Landlord's address reflected above is the Landlord's domicilium citandi et executandi for all purposes in connection with this guarantee.~~
8. ~~Any notice sent by the Bank to the Landlord in terms of this guarantee may be sent by email to the Landlord's email address info@knysnamall.co.za and by registered mail or hand delivered to the Landlord's chosen domicilium citandi et executandi referred to in clause 7 above.~~
9. ~~This guarantee shall be governed by South African Law and subject to the jurisdiction of South African Courts.~~

Signed at _____ on this _____ day of _____ 20____

For and on behalf of _____ (Reg. No _____)

Credit Manager _____ Branch Manager

As Witnesses

1. _____ 2. _____

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Annexure "1"

CONSENT TO USE PERSONAL INFORMATION (POPIA)

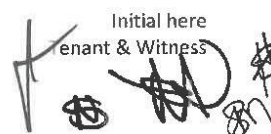
- 1 For the purposes of this Lease Agreement, personal information shall have the meaning ascribed to the term in applicable data protection legislation in the applicable jurisdiction ("Personal Information") such as, without limitation, Protection of Personal Information Act, No 4 of 2013 (POPIA).
- 2 The Parties acknowledge that the information provided by the Parties during the term of this Lease Agreement may contain personal information, the handling or processing of which may be subject to statutory or regulatory data protection requirements in any relevant jurisdiction. The Parties agree that they shall take appropriate measures to ensure compliance with all such data protection requirements and/or legislation.
- 3 Without limiting the generality of clause 1, each Party undertakes to ensure that it shall secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable and sufficient technical and organisational measures against the unauthorised or unlawful processing of the Personal Information and against the accidental loss or destruction of, or damage to, the Personal Information.
- 4 The Parties further undertake to regularly verify that the safeguards used are effectively implemented and that such safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 5 Each Party hereby indemnifies and holds the other Party harmless from any liability whatsoever arising from the failure to comply with its statutory obligations contained in the relevant statutory or regulatory data protection requirements in any relevant jurisdiction.
- 6 To the extent that the Lessor requires consent from the Lessee to process its Personal Information, it will ensure that it has the necessary policies in place setting out, without limitation, what Personal Information it collects, how it uses and processes Personal Information and the Lessee's rights in relation to the processing of its Personal Information.
- 7 Subject to clause 6, The Lessee gives consent to the Lessor and/or its agents to collect and process the Lessee's Personal Information in accordance with the provisions of POPIA for the purposes of facilitating the Lessee's tenancy of the leased premises.
- 8 The Lessor acknowledges that the Lessee processes its Personal Information in line with the Grey Elephant Investments (Pty) Ltd privacy policy which is available on <https://knysnamall.co.za/privacy-policy-2/>

The Lessor represents and warrants that:

- 8.1 it has read the Privacy Policy and understands what Personal Information the Lessee collects, how the Lessee uses and processes its Personal Information and the Lessor's rights in relation to the processing of its Personal Information;
- 8.2 it expressly consents to the Lessee processing its Personal Information which Personal Information the Lessor hereby confirms is both true and correct.
- 9 Without limiting the generality of the foregoing:- Each Party undertakes to make available to the other Party all the necessary Personal Information required by the other Party for the purposes of facilitating the Lessee's tenancy of the leased premises.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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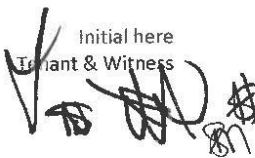
Annexure "J"

GENERATOR

Should generator power be supplied for the premises, then:

1. Should the Landlord install a generator to provide the Leased Premises with some electricity during power failure, the Landlord shall be responsible for the maintenance and repair of the generator and at all times endeavour to keep the generator in a good working condition.
2. The Landlord shall be entitled to charge the tenant and the tenant shall be obliged to pay on demand, over and above the amounts stipulated in clause 5.4 of the Schedule, its pro rata share, such pro-rata share being the allowance made to the tenant from the distribution board relating to the tenant's generator use and the proportion of the common area usage, of the landlord's maintenance, service, operating, repair, fuel and other consumables costs in respect of the generator.
3. Notwithstanding any of the other provisions in this agreement it is specifically recorded and agreed that the landlord is not responsible and cannot in any way guarantee the continuous supply of electricity to the leased premises. The generator will also only supply a limited amount of power and such supply will be less than the supply provided in the normal course of business by Eskom or the relevant local authority. Accordingly, during any periods when the generator is in use, the tenant shall not have the use of some of its equipment in the building, property and the leased premises but not limited to the air-conditioners.
4. The tenant shall not be entitled to install a generator or any other form of power supply, in addition to the supply provided for by the landlord, Eskom or the relevant local authority.
5. The tenant shall have no claim of whatever nature against the Landlord whether for remission of rent, inconvenience, financial loss or for any reason whatsoever, by reason of any interruption or failure of power supply and the generator services to the building, property or the leased premises.
6. The tenant shall use the aforesaid generator at its own risk and the tenant hereby indemnifies the landlord and holds the landlord harmless against:
 - a. Any and all claims of whatsoever nature arising from the tenants' use of the landlords' generator; and
 - b. Any and all claims of whatsoever nature arising from any interruption of the power supply to the leased premises.
7. Nothing contained in this agreement shall be interpreted in such a way as to place any obligation on the landlord to either:
 - a. Install a generator servicing the premises:
 - b. Keep any generator, if installed, in a serviceable, operable and working condition
 - c. Take any steps whatsoever to ensure a supply of electricity to the leased premises; and/or
 - d. Reimburse, refund or credit the tenant in respect of any failure or alleged failure by the landlord to do any of the foregoing.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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Tenant & Witness


Annexure "K"

TENANT INSTALLATION ALLOWANCE

OPTIONAL CLAUSE ONLY IF IT IS BEING GRANTED

A tenant installation allowance of **R3000/m²** excl VAT will be given to the tenant, on the net useable area of the premises, (excluding patio's, storage areas etc.), the cost not to exceed the Landlord's allowance, in which case the overrun will be for the Tenant's account. This Tenant installation allowance will be payable upon inspection and against written proof (in the form of an original VAT invoice) being provided to the landlord that such expenditure has been expended on/in the leased premises, within three months from the commencement date. The tenant shall undertake all work necessary for its' occupation and operation in the premises. Notwithstanding the aforementioned installation, the tenant shall at termination of the lease return to the landlord the abovementioned premises in good order and condition, fair wear and tear only accepted.

The Tenant shall be responsible for providing to the Landlord a Certificate of Electrical Compliance within 14 (fourteen) days of the commencement of the lease to ensure that the premises are electrically compliant in terms of the requirements of the relevant authority as well as the Occupational Health and Safety Act (as amended). The costs of providing this certificate as well as any electrical repairs to ensure that the premises are compliant shall form a part of the tenant's allowance referred to above.

The tenant shall refund the landlord for any tenant installation allowance if the tenant is to default within the lease period.

Grey Elephant Investments (PTY) Ltd Lease – Kaysna Municipality

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Tenant & Witness

Handwritten signatures and initials for the Tenant and Witness, located to the right of the signature line.

Annexure "L"

OPTION TO RENEW

Provided Lessee is not in Default of the Lease at the time it exercises this option and has not been in Default during any other period of the Lease Term that has not been cured, Lessee is hereby granted **1 x** option to renew this Lease for an additional **Three (3)** years as per clause 4 of the schedule pages, at the effective date of the commencement of such renewal term, but not less than the last monthly rental amount payable by Lessee prior to commencement of such renewal term. The going market related rental will be in accordance with what a willing lessee would be prepared to pay to a willing lessor, and which will not necessarily be related to the rental paid in the month immediately preceding that in respect of which the rental is to escalate.

Such leasing for the renewal term shall be, at the election of Lessor, on the same terms and conditions as set forth in this Lease or on the terms and conditions of the standard lease form then used by Lessor with respect to the Project. The within option shall be exercised by Lessee, if at all, by written notice given no sooner than twelve (12) full calendar months and no later than six (6) full calendar months prior to the expiration of the Lease Term; Lessee shall include with such notice a complete set of current financial statements of Lessee and all guarantors.

In the event Lessor and Lessee are unable to agree as to the Base Rent rate applicable to such renewed term within thirty (30) days of Lessee's exercise of its option to renew, both parties agree to mediate their disagreement. If mediation does not resolve the disagreement in fair market value, Lessee shall have the option to refer the matter to a registered valuer with not less than 10 (ten) continuous years' experience in commercial/industrial real estate in Knysna ('the expert') to determine the Base Rent rate.

Lessor and Lessee shall together appoint the registered valuer, such valuer shall determine the current market rent (to be not less than the minimum rent set forth above in this Section) and such determination shall be binding upon Lessor and Lessee. Lessor and Lessee shall each pay one-half of the fees and costs of such valuer. Should the Lessor and Lessee fail to agree on this appointment within a further 14 (fourteen) days, the President of the Southern Cape Law Society, or in his absence or inability to act, the Secretary of the Southern Cape Law Society should have the final base rental determination.

Upon determination of the Base Rent rate, Lessor shall deliver to Lessee either an amendment to this Lease renewing the Lease Term, or a new lease for the renewal term based upon the form of the standard lease then used by Lessor with respect to the Project.

Lessee shall execute and deliver the submitted document to Lessor within ten (10) days accompanied by payment of the amount of money which, when added to any existing Security Deposit, shall increase the Security Deposit amount to a sum which bears the same relationship to the renewal Base Rent as the original Security Deposit bears to the Base Rent with respect to the initial Lease Term.

Notwithstanding any provision hereof, during the thirty (30) day period allowed for the parties to agree upon the renewal Base Rent rate, Lessor shall have the right to rescind the exercise of the renewal option by written notice in the event Lessor determines, in its reasonable discretion, that the financial statements delivered by Lessee with the renewal notice are not satisfactory to Lessor.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality



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Tenant & Witness



The rights of Lessee under this Paragraph are not assignable separately from this Lease. Such rights of Lessee shall terminate upon:

- (a) any assignment, sublease, or other Transfer, and/or
- (b) any monetary default and/or
- (c) any termination of this Lease or of Lessee's right of possession hereunder; provided, however, in the event Lessee shall have exercised this renewal option and Lessor subsequently terminates this Lease or Lessee's right of possession hereunder for Default, the damages to which Lessor shall be entitled shall include damages with respect to the renewal term.

Grey Elephant Investments (PTY) Ltd Lease – Knysna Municipality

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Tenant & Witness

Handwritten signatures and initials. There are three distinct signatures/initials in dark ink. One is a large, stylized 'J' or 'L' shape. The other two are more complex, scribbled signatures. The text 'Initial here' and 'Tenant & Witness' is printed above the signatures.

FIRST ADDENDUM
TO
AGREEMENT OF LEASE

Between

GREY ELEPHANT INVESTMENTS (PTY) LTD

Registration Number: 2018/470172/07

VAT Registration Number: 4640287746

("Landlord")

herein represented by **Samantha Human** and/or **Neil Lurie**
in their respective capacities as **General Manager** and/or **Landlord**
who warrant that they are duly authorised

and

KNYSNA MUNICIPALITY

("Tenant")

herein represented by **Mr. Ombali Sebola**, ID # **7112256263084**
who warrants that they are duly authorised

Grey Elephant Investments (Pty) Ltd / Knysna Municipality 1st Addendum

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INTRODUCTION:

WHEREAS the Lessee and Grey Elephant Investments (Pty) Ltd (Registration Number 2018/470172/07), as Lessor, entered into an Agreement of Lease dated 12 December 2023, (herein referred to as the "initial lease") in respect of premises situated at **Various Shops including U04, U05, U05B, U07, U08, U09, U03, Upper Floor**, The Knysna Mall, 39/41 Main Street, Knysna in extent of approximately 3 250m² (the Premises). The lease expires on the 28th of February 2027.

AND WHEREAS the Parties now seek to amend the Lease Agreement to adjust the commencement and termination dates.

NOW THEREFORE IT IS AGREED THAT:

1. Save as defined herein or where inconsistent with the context, capitalised terms used in this First Addendum shall have the meanings ascribed to such terms in the Lease. In addition, in this First Addendum, unless inconsistent with the context, the following words and expressions shall bear the meanings assigned thereto and cognate words and expressions shall bear corresponding meanings.

1.1 "First Addendum" means the First Addendum to the Lease;

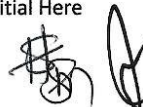
1.2 "Parties" means the Lessor and Lessee and "Party" means either one of them, as the context may indicate;

2. The commencement date specified in clause 4, page 3 of the schedule pages to the lease agreement is hereby amended to be 01 May 2024.
3. The termination date in clause 4, page 3 of the schedule pages to the lease agreement is hereby amended to be 30 April 2027.
4. The lease termination date shall coincide with a staggered three-year period from the date of occupation, and rentals will be billed pro rata according to the occupied area.
5. The monthly rental amount and period, as set forth in clause 5.1 on page 4 of the schedule pages of the lease agreement, are hereby amended as follows:

Rental	VAT	Total	Period
R546 000.00	R81 900.00	R627 900.00	01 May 2024 – 30 April 2025
R578 760.00	R86 814.00	R665 574.00	01 May 2025 – 30 April 2026
R613 485.60	R92 022.84	R705 508.44	01 May 2026 – 30 April 2027

6. This First Addendum shall be governed by, construed, and interpreted in accordance with the laws of the Republic of South Africa.
7. This First Addendum shall be binding on and enforceable by the permitted assigns, successors, transferees, substitutes, or liquidators of the Parties as fully and effectually as if they had signed this Second Addendum in the first instance and reference to any party shall be deemed to include such Party's permitted assigns, successors, transferees, substitutes or liquidator, as the case may be.

Grey Elephant Investments (Pty) Ltd / Knysna Municipality 1st Addendum

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SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

SIGNED AT Knysna THIS 26th DAY OF April 20 24
[Signature] Samantha Human
FOR AND BEHALF OF THE LANDLORD LANDLORD (FULL NAME)
[Signature] Samantha Marais
WITNESS WITNESS (FULL NAME)

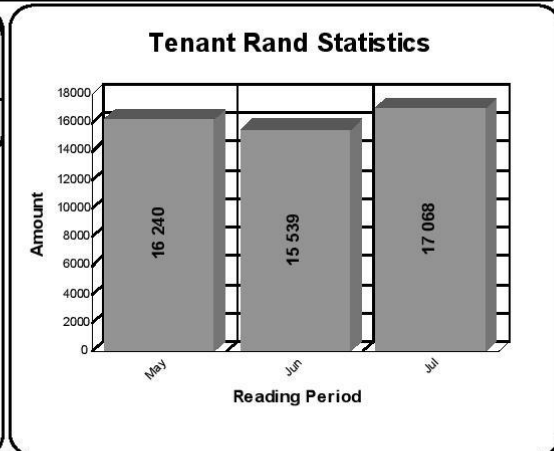
SIGNED AT Knysna THIS 26 DAY OF APRIL 20 24
[Signature] Ombeli Seboka
FOR AND BEHALF OF THE TENANT TENANT (FULL NAME)
[Signature] NONHLANTHA MDEBEKA
FOR AND BEHALF OF THE TENANT TENANT (FULL NAME)
WITNESS WITNESS (FULL NAME)

	T/A UMFA - UMFA GR BUSINESS TRUST Registration No: IT 117/2009 , Posbus 1686, Mosselbaai, 6500 , Boulevardplace 9, Diaz Strand, Mosselbaai, 6500 Tel: 044 6951406 Fax: 0865132665 Email: garden@umfa.co.za Website: www.umfa.co.za												
Knysna Municipality Vat Reg:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Building</td> <td style="width: 45%;">Knysna Mall</td> <td style="width: 15%;">Acc No</td> <td style="width: 25%;">11460</td> </tr> <tr> <td>Units</td> <td>Shop U 1</td> <td>Area</td> <td>1 101.00</td> </tr> <tr> <td>Notes</td> <td colspan="3" style="height: 40px;"></td> </tr> </table>	Building	Knysna Mall	Acc No	11460	Units	Shop U 1	Area	1 101.00	Notes			
Building	Knysna Mall	Acc No	11460										
Units	Shop U 1	Area	1 101.00										
Notes													

Consumption Report July 2024 (30 days)

Date	Description	Vat %	Excl Vat
2024-07-26	Electricity KWH - CB Size/Month 5B: 133.33 @ R38.34043	15.00	5 112.06
2024-07-26	Electricity KWH - CB Size/Month 5B: 26.67 @ R33.33942	15.00	889.05
2024-07-26	Electricity KWH-2066.67 @ R 3.293739 (25 day(s))	15.00	6 807.06
2024-07-26	Electricity KWH-413.33 @ R 2.864087 (5 day(s))	15.00	1 183.82
2024-07-26	Sewerage	15.00	414.92
2024-07-26	Water	15.00	435.15
		Total Excl:	14 842.06
		Total Vat:	2 226.31
		Total Incl:	17 068.37

Meter Readings					
*NA - Indicates Not Applicable due to monthly reset values.					
** - Indicate Estimated values used if displayed after reading.					
Meter No	Previous	Current	Fct	%	Cons
	2024/06/26	2024/07/26			
(E)E4501	26390.4	26440.00	50.00	100	2480



Supplier(s)	Knysna Munisipaliteit
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6.4

**SC04/09/24 ALIGNMENT OF FUNDED VACANCIES FUNDING PROVISION
DIRECTORATE INFRASTRUCTURE TO SECTION 154 PLAN**

**REPORT FROM THE ACTING DIRECTOR: CORPORATE SERVICES [HUMAN
RESOURCES]**

PURPOSE

To recommend to Council to approve the list of funded vacancies for the Directorate Infrastructure in terms of the Medium Term Revenue & Expenditure Framework (MTREF), now aligned to the Section 154 intervention plan.

BACKGROUND

Council approved the MTREF 2024/2025 inclusive of the provision of funding for a list of vacancies.

Western Cape Provincial Government has confirmed that they are committed to assist the Knysna Municipality through a Section 154 intervention. Following the identification of issues identified in the Diagnostic Assessment Report, Council has responded by addressing critical issues identified in Water Section, Directorate Infrastructure Services.

At the time of approval of the MTREF 2024/25, the list of vacancies provided to the Budget Office was not in sync with the response to the MEC of Local Government, Environmental Affairs and Development Planning, Mr. Anton Bredell on the Section 154 intervention. See Annexure A.

In order to action and implement the interventions for the Section 154 plan, the list of critical positions have been re-alignment to address the Section 154 plan. See Annexure B.

RECOMMENDATION

That Council notes the report on the re-alignment of the vacancies in the Directorate Infrastructure to the requirements and commitments in terms of the Section 154 plan submitted to MEC of Local Government, Environmental Affairs and Development Planning, Mr. Anton Bredell.

File Number : 9/1/2/14

Execution : Acting Director Corporate Services
Manager : Human Resources

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

102018	VACANT	Artisan : Plumbing	Technical Services WATER RETICULATION
2506003	VACANT	Artisan : Plumbing	Technical Services SEWERAGE
301001	VACANT	Senior Manager : Electro Technical	PURIFICATION SERVICES Electrical Services ELECTRICITY ADMINISTRATION
302004	VACANT	Artisan : Electrician	Electrical Services ELECTRICITY DISTRIBUTION
302005	VACANT	Artisan : Electrician	Electrical Services ELECTRICITY DISTRIBUTION
302008	VACANT	Artisan : Electrician Senior Technician Loss	Electrical Services ELECTRICITY DISTRIBUTION
New2	VACANT	Control Geographic Information	Electrical Services ELECTRICITY DISTRIBUTION
503007	VACANT	System Technician Director : Technical	Technical Services: Project Management Unit Technical Services DIRECTOR: TECHNICAL SERVICES
503001	VACANT	Services	
59350063	VACANT	Storeman	Technical Services WATER RETICULATION
59350064	VACANT	Artisan : Electrician Senior Superintendent :	Technical Services WATER RETICULATION Technical Services
68850029	VACANT	Gravel roads	RDS,S/WTR,DRAINAGE:STREETS
69350051	VACANT	Artisan Plumber	Technical Services WATER RETICULATION
69350060	VACANT	Artisan : Millwright	Technical Services WATER RETICULATION

CRITICAL VACANCIES - DEPARTMENT W & S

TITLE	AREA SERVICED		
PRINCIPAL TECHNICIAN	GREATER KNYSNA OPERATIONS	x1	Critical aligned
WATER & WASTE WATER RETICULATION			
PLUMBER WATER & SEWER RETICULATION	BRENTON/ BELVIDERE/ RHEENENDAL	x3	3 Budgeted
PLUMBER WATER & SEWER RETICULATION	SEDFIELD		
PLUMBER : VACANT AS PER ORGANOGRAM = 3			
ARTISAN ASSISTANT	EASTFORD/ WELBEDAGHT/ HEIGHTS/ SIMOLA		
ARTISAN ASSISTANT : VACANT AS PER ORGANOGRAM = 6			
GENERAL ASSISTANT	HORNLEE	x3	X16
GENERAL ASSISTANT	WHITE LOCATION		
GENERAL ASSISTANT	RHEENENDAL		
GENERAL ASSISTANT : VACANT AS PER ORGANOGRAM = 16 (13 X KNYSNA + 3 SEDFIELD)		Critical	x16
HANDYMAN : VACANT AS PER ORGANOGRAM = 2			
BULK WATER NETWORKS - SUPERINTENDENT	GREATER KNYSNA OPERATIONS		
SUPERINTENDENT : VACANT AS PER ORGANOGRAM = 1			
SENIOR SUPERINTENDENT : VACANT AS PER ORGANOGRAM = 1			
STOREMAN : VACANT AS PER ORGANOGRAM = 1		Critical	AG enquiry Currently warm body at the stores
HANDY MAN - FITTER TEAM : VACANT AS PER ORGANOGRAM = 2			
ARTISAN ASSISTANT - FITTER TEAM : VACANT AS PER ORGANOGRAM = 2			

SENIOR SUPERINTENDENT- FITTER TEAM: VACANT AS PER ORGANOGRAM = 1	Request for Contract Appointment
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WATER & WASTE WATER PURIFICATION			
GENERAL ASSISTANT	KNYSNA	x4	Part of 16 above
GENERAL ASSISTANT	KNYSNA		
GENERAL ASSISTANT	KNYSNA		
GENERAL ASSISTANT	RHEENENDAL		
PROCESS CONTROLLER	KNYSNA	x3	
PROCESS CONTROLLER	KNYSNA		
PROCESS CONTROLLER	RHEENENDAL		
PROCESS CONTROLLER ASSISTANT	KNYSNA	x2	x2
PROCESS CONTROLLER ASSISTANT	KNYSNA		

TO COMPLY WITH DEPARTMENT WATER & SEWER LEGISLATION, THE FOLLOWING POSTS NEED TO BE FILLED URGENTLY	x5
KNYSNA WTW	
KNYSNA WWTW	
SEDGEFIELD WTW	
SEDGEFIELD WWTW	
KARATARA WWTW	
RHEENDAL WWTW	

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

	BUFFALO BAY WTW	
	BRENTON & BUFFALO BAY WWTW	

6.5

**SC05/09/24 APPOINTMENT OF REPRESENTATIVES ON SALGA WESTERN
CAPE WORKING GROUPS**

REPORT FROM THE ACTING MUNICIPAL MANAGER

PURPOSE OF THE REPORT

To appoint official representatives and secondi of the Municipal Council to serve on the various South African Local Government Association (SALGA) Provincial Working Groups.

BACKGROUND

Council, at its meeting held on 28 April 2022 resolved to appoint representatives on the SALGA Western Cape Working Groups.

SALGA National Executive Committee [NEC] at its meeting held on 13 April 2022, established the following Working Groups :

SALGA WORKING GROUPS	
1.	Municipal Capability and Institutional Resilience
2.	Community Development and Security
3.	Governance and Intergovernmental Relations
4.	Economic Development and Job Creation
5.	Electricity and Energy, and Public Works
6.	Water and Sanitation
7.	Human Settlements and Urban Agenda
8.	Health
9.	Emergency Services and Disaster Management
10.	Municipal Finance and Fiscal Policy
11.	Municipal Digital Solutions
12.	Public Transport and Roads
13.	Environmental Management and Climate Resilience
14.	Development Planning and Rural Development

DISCUSSION

The current official representatives and alternates are as follows :

SALGA WORKING GROUPS		Official Representative	Secondi / Alternate
1.	Municipal Capability and Institutional Resilience	Cllr E Maxim	Cllr H Stroebel
2.	Community Development and Security	Cllr R Arends	Cllr C Vanston
3.	Governance and Intergovernmental Relations	Cllr W Grootboom	Cllr L Davis
4.	Economic Development and Job Creation	Cllr N Louw	Cllr E Maxim
5.	Electricity and Energy, and Public Works	Cllr N Tsengwa	Cllr P Bester
6.	Water and Sanitation	Cllr T Matika	Cllr P Bester
7.	Human Settlements and Urban Agenda	Cllr M Skosana	Cllr H Stroebel
8.	Health	Cllr P Petros	Cllr E Maxim
9.	Emergency Services and Disaster Management	Cllr K Andrews	Cllr C Vanston
10.	Municipal Finance and Fiscal Policy	Cllr B Charlie	Cllr S Sabbagh

Councillors are remunerated for Subsistence and Travel to Cape Town (S&T) and also a sitting allowance as determined in the Remuneration of Public Office Bearers Act, 1998.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That the following Councillors be appointed as the official representatives and secondi/alternates of the Knysna Municipality on the relevant Working Groups of SALGA :

SALGA WORKING GROUPS		Official Representative	Secondi/Alternate
1.	Municipal Capability and Institutional Resilience		
2.	Community Development and Security		
3.	Governance and Intergovernmental Relations		
4.	Economic Development and Job Creation		
5.	Electricity and Energy, and Public Works		
6.	Water and Sanitation		
7.	Human Settlements and Urban Agenda		
8.	Health		
9.	Emergency Services and Disaster Management		
10.	Municipal Finance and Fiscal Policy		

11.	Municipal Digital Solutions		
12.	Public Transport and Roads		
13.	Environmental Management and Climate Resilience		
14.	Development Planning and Rural Development		

- [b] That it be noted that SALGA will only pay the applicable sitting allowance and Subsistence and Travel Allowance, to the representatives and if applicable, to the secondi/alternates mentioned in [a] above; and
- [c] That it be noted that the representatives mentioned in [a] and if applicable [b] above will not receive any Subsistence and Travel Allowances from Knysna Municipality for attending the Working Groups, Provincial and National Executive Committee meetings of SALGA.

File Number : 9/1/2/9

Execution : Acting Director : Corporate Services

6.6

SC06/09/24 SAFA NATIONAL SASOL LEAGUE PLAY-OFFS 2024 KNYSNA (EDEN REGION) WEST : 14 – 21 OCTOBER 2024

REPORT FROM THE ACTING DIRECTOR: COMMUNITY SERVICES

1. PURPOSE OF THE REPORT

The purpose of the report is to provide Council with information about the details of the event: SAFA National Executive Committee has given the Western Cape permission to host national Sasol league playoffs edition of 2024. The SAFA provincial executive committee decided during their meeting held on the 7th of April 2024 at Plettenberg, that the playoffs will be organized and hosted in Knysna in Eden region from the 14 – 21 October 2024. The provincial executive committee wants to ensure that the events of this magnitude are shared amongst all the regions of the Western Cape; hence they opted to take it to Knysna Municipality due to the competence of the facilities to host big events like this one. The requirements and assistance that province will need to be assisted with by hosting this event, still to be communicated, were assured by the role-players (chairman, deputy chairman and women's football chairperson) that after their inspection of the stadium/s.

2. BACKGROUND

Sasol, Exp agency, and SAFA conducted a thorough site inspection in Knysna to assess the football technical facilities, accommodations, commercial sponsorship opportunities, and the potential to host a tournament in the area. The inspection adhered to SAFA's strict criteria, ensuring a comprehensive evaluation outcome.

Below are some essential indicators to consider when facilitating a successful site inspection for the Sasol National Championship play-offs:

- Well-maintained playing surface
- Delineated barriers separating players and spectators,
- Functional dressing rooms
- Clubhouse
- Media amenities

- Floodlights
- Adequate parking
- Ablution facilities for fans, players, and VIPs
- Additionally, the pitch needs to accommodate 12 matches and fulfil the broadcasting prerequisites.

2.1 SITE INSPECTION REPORT

	AREA	FEEDBACK	NEXT STEPS / PROGRESS	RESPONSIBILITY
Facility	Grandstand	The facility has a grandstand or main pavilion on the western side of the venue. Approximately 2000 pax. Mobile stands will be placed on the eastern stands to accommodate fans.	In place	Community Services
	Parking	The facility has sufficient parking to accommodate team buses, VIP guests and media behind the Western Pavilion. General public parking is situated on the Eastern side of the pitch.	The municipality will remove the city rubbish bins that are stored in the area. In place	Community Services
	Floodlights	In place, it was confirmed that they are in good working condition.	To be tested in a follow-up inspection.	Infrastructure / Community Services
	Turnstiles	No turnstiles	Not required	N/A
	VIP area	The facility is nestled next to the western stand.	Minor fixing and replacement of fridges by the municipality	Community Services
	Media centre	The facility has no media centre	A marquee will be erected to service the media – LOC will execute. WIFI services will be provided by Sasol to service the media centre and the VIP area.	SAFA – LOC
	Alternative venue	The alternative venue provided by the LOC highlighted as Knysna High School grounds, was not deemed suitable.	No further explorations	

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

	AREA	FEEDBACK	NEXT STEPS / PROGRESS	RESPONSIBILITY
	Ablution Facilities	Available at the facility	Additional mobile toilets will be sourced and distributed at key areas of the stadium.	
Technical Area	Playing field	Some work is required to improve the state of the pitch. It is currently not satisfactory to the standards of a national tournament.	Municipality will commence gradual fixing of the facilities post-the-weekend matches. After this weekend, no activities will be allowed on the pitch to ensure full surface rehabilitation.	Community Services & Infrastructure
	Warm-up pitch	The facility is nestled on the Northern Stands	Basic grass cutting and manicure to be conducted by the municipality.	Community Services
	Field markings	Currently – rugby markings	New Football markings are to be drawn.	Community Services
	Football poles	Currently rugby poles	New football goalposts and nets are to be erected. They already have at the premises.	Community Services
	Dugouts	In place		N/A
	Players dressing rooms	Several dysfunctional items that need attention.	▪ Items to be fixed: Shower ends. ▪ Door handles ▪ Door frames	▪ Community Services
	Medical room	In place		
	Match official room	In place		
Accommodation	Player's lodging	Site inspection was conducted at Premier Hotel, Knysna Log Cabins, and Protea Hotel.	SAFA will share the brief and specs with the hotel for a formal cost estimate.	SAFA -LOC & Tourism technical support
	Officials lodging	Site inspection was conducted at the Premier Hotel and Protea Hotel.	SAFA will share the brief and specs with the hotel for a formal cost estimate.	SAFA -LOC & Tourism technical support
	VIP Lodging	A site inspection was conducted at Premier Hotel, Pezula Lifestyle and Protea Hotel.	SAFA will share the brief and specs with the hotel for a formal cost estimate.	SAFA -LOC & Tourism technical support
	Sasol & Exp Team	The team will be accommodated at Protea or Premier hotel.		SAFA -LOC & Tourism technical support

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

	AREA	FEEDBACK	NEXT STEPS / PROGRESS	RESPONSIBILITY
Event Application				SAFA -LOC & Community Services
Community Safety and security				Community Services
Community Outreach		The LOC confirmed that the region has a captive football audience in the neighbouring suburbs and townships.	A strategy involving distribution of A3 posters and flyers on commuter taxis is recommended for community engagement.	SAFA -LOC, Public Participation, Communications & Tourism technical support

2.2 SUMMARY

Knysna is renowned for its stunning natural beauty, laid-back atmosphere, and vibrant culture and beautiful tourist destination. However, it is not known for its strong football culture and lacks adequate technical amenities in this area. Despite this, the community compensates with the majestic Estuary and receives significant support from local government teams such as the Municipality, Tourism Department, and Sport and Recreation. The collective of the LOC and various state organs have presented a united front that presented solutions to every challenge. Knysna's participation in hosting the Sasol League National Championship could potentially enhance its football profile and contribute to the development of a stronger local football culture over time.

2.2 SUMMARY

Knysna is renowned for its stunning natural beauty, laid-back atmosphere, and vibrant culture and beautiful tourist destination. However, it is not known for its strong football culture and lacks adequate technical amenities in this area. Despite this, the community compensates with the majestic Estuary and receives significant support from local government teams such as the Municipality, Tourism Department, and Sport and Recreation. The collective of the LOC and various state organs have presented a united front that presented solutions to every challenge.

Knysna's participation in hosting the Sasol League National Championship could potentially enhance its football profile and contribute to the development of a stronger local football culture over time.

2.2 FOLLOW-UP INSPECTION

To ensure a successful tournament, it is recommended that a follow-up site inspection is conducted within the next three weeks (23rd of September 2024) to assess progress and address any outstanding issues. Should there be no material difference and plan to achieve the requisite upgrades, we may need to consider alternative venue/s.

3. FINANCIAL IMPLICATIONS

A budget of R3,847,000.00 to cover logistics, lodging, accommodation, transportation and other requirements has been set aside to be funded by SAFA for their staff, players and all of their operations.

The Knysna municipality will need to conduct minor repairs to the sporting facilities (Loerie Park Stadium) by Community Services department (Parks and Recreation) and Technical Services Department for lighting and electrification, in line with the site inspection report presented in paragraph 2.1 above. Other than that, the municipality will be providing non-financial / technical support services to ensure success of the event for community safety & security, traffic control, tourism & hospitality, public participation.

RECOMMENDATION OF THE MUNICIPAL MANAGER

- [a] That the information as per the item (SAFA National Sasol league play-offs 2024 Knysna (Eden Region) west) be noted;
- [b] That council approves the support to hosting of the event in Knysna

ANNEXURES:

- A. **SASOL LEAGUE NATIONAL PLAY OFFS 2024 – POWERPOINT PRESENTATION.**
- B. **SASOL NATIONAL PLAY OFFS BUDGET - Western Cape (Funded by SAFA)**



SAFA WC IMPLEMENTATION PLAN

Implementation Plan Sasol League National Playoffs Eden Region



PROGRESS / STATUS VERIFICATION ON FUNCTIONS

- Green  (Finalized Function)
- Red  (Running behind schedule)
- Amber  (Progress Function)

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Local Organising Committee & Project Management						
No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/ Status
1	Appointment LOC & Project Manager	Appointment Project Manager & Identification Local Committee	14/4/2024	31/4/2024	PEC	
2	Identification of a venue - Knysna	Liaise of requesting of venue (Liaise with Deputy Chairperson of the Province)	14/4/2024	31/5/2024	Provincial Chairman Mr. Tankiso Modipa (follow-up)	
3	Identification of a Stadium	Liaise with Knysna Municipality for playing fields to be utilized on the day of the event	14/4/2024	31/5/2024	Provincial Deputy Chairperson Mr. Chris Tyhawana	
4	Budget	Arrangement of funds	14/4/2024	31/7/2024	Chairperson Finance Mr. Martiens Konstabel, Chairman & Deputy Chairperson of the province	
5	Safety & Security	Arrangement of security	14/4/2024	30/6/2024	Chairman of the province Mr. Chris Tyhawana	
6	Accommodation	Arrangement of accommodation negotiations with different hotels in Knysna or surrounding areas	14/4/2024	31/7/2024	Vacant (Deputy Chairperson of the province Mr. Chris Tyhawana)	

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Organisational Development & Strategic Management						
No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/Status
7	Project Plan	Population project plan	14/4/2024	On-going	Chairman Mr. Tankiso Modipa, Deputy Chairperson Mr. Chris Tyhawana, PEO Miss Nadia Konstabel and Chairperson Women's Football Mrs. Anda Ntantala	
8	Implementation Plan	Population of implementation	14/4/2024		Chairman Mr. Tankiso Modipa, Deputy Chairperson Mr. Chris Tyhawana, PEO Miss Nadia Konstabel and Chairperson Women's Football Mrs. Anda Ntantala	
9	Project Minutes	Population of minutes	14/4/2024	On-going	PEO Miss Nadia Konstabel	Minutes 14 April Minutes 13 May Minutes 28 May Minutes 13 June
10	Risk Management	Identification of risk during the implementation of project	14/4/2024	On-going	Chairman Mr. Tankiso Modipa & Deputy Chairperson Mr. Chris Tyhawana	

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Supplychain Management & Local Organising Committee

No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/ Status
11	Management of guests	Arrangements of hotel guests throughout event	14/4/2024	31/7/2024	Deputy Chairperson of the Province Mr. Chris Tyhawana	
12	Issue of transport	Arrangement of transport	14/4/2024		Deputy Chairperson Mr. Chris Tyhawana (identify 1/2 people)	
13	Mechanical Emergencies	Identification of garage and during event emergency	14/4/2024	31/5/2024	Deputy Chairperson Mr. Chris Tyhawana (identify someone)	
14	Indemnity form (Activities planning school's children)	Arrangement of indemnity form	14/4/2024	31/5/2024	Deputy Chairperson Schools Miss Pretty Cheba	
15	Drivers to drive people to the event	Identification of 4 local drivers	14/4/2024	30/6/2024	Deputy Chairperson Mr. Chris Tyhawana (confirm drivers)	

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Provincial Communication						
No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/ Status
16	Advertising Event	Marketing to the media (Soft & electronic)	14/4/2024	On-going	Chairman Mr. Tankiso Modipa, Deputy Chairperson Mr. Chris Tyhawana, Provincial Media Mr. Sihle Mdlalose & Mr. Lionel Davids	
17	Invitations	Guest invitations (media) [accreditation] - invited by the Provincial Chairman & Deputy Chairperson	14/4/2024	On-going	Chairman Mr. Tankiso Modipa (identify) Provincial Media Mr. Lionel Davids, Mr. Sihle Mdlalose & PEO Miss Nadia Konstabel	
18	Branding	Fields, opening & closing function venues	13/10/2024	21/10/2024	Provincial Media Mr. Lionel Davids & Mr. Sihle Mdlalose	
19	Coverage of Event	Coverage of event through video, photographers and media	14/4/2024	On going	Lionel, Sihle & Chairperson Women's Football Mrs. Anda Ntantala	
20	Equipment	Sound system Podiums Flags Poles	14/4/2024	31/7/2024	Deputy Chairperson Mr. Chris Tyhawana (identify within LFA/Region)	
21	Entertainment	Artist & Performance	14/4/2024			

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Provincial Visible Policy						
No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/ Status
22	Safety & Security	Visibility, safety of event & Security Plan	14/4/2024	31/7/2024	Mr. Basil Mavukwana (Paramedic)	
23	Compilation & Disaster Plan	Compilation and disaster plan	14/4/2024	31/7/2024	Mr. Basil Mavukwana (Paramedic)	

IMPLEMENTATION PLAN SASOL LEAGUE NATIONAL PLAYOFFS KNYSNA EDEN REGION

Provincial Personal Management						
No.	Key Output	Activity	Start Date	End Date	Responsibility	Progress/Status
24	Pastor/ Priest	To assign a Pastor/ Priest for opening and closing ceremony	14/4/2024	30/6/2024	Chairperson Women's Football Mrs. Anda Ntantala	
25	Obtain Social workers for the Event	Facilitate availability of social workers for counselling of participants during any eventuality during the event	14/4/2024		Deputy Chairperson of the province Mr. Chris Tyhawana (identify local people)	
26	Medics & Ambulances	Arrange for the availability of medics to perform the first aid to participants and everybody in the stadium	14/4/2024	31/7/2024	Mr. Basil Mavukwana	
27	Obtain Nurses	Arrange nurses for the health screening	14/4/2024	31/7/2024	Mr. Basil Mavukwana	
28	Match officials' capacity	Arrangement of match officials and their availability		31/7/2024	Mr. Colin Lottering	

COMPILING LOC

Local Organising Committee for the Event

No.	Position	Member/ Person assigned
1	Chairperson of LOC	Provincial Chairman Mr. Tankiso Modipa
2	Accommodation	Provincial Deputy Chairperson Mr. Chris Tyhawana
3	Secretariat	PEO Miss Nadia Konstabel
4	Finance	Chairperson Finance Mr. Martiens Konstabel
5	Transport	Vacant
6	Schools	Deputy Chairperson Schools Football Miss Pretty Cheba
7	Mechanical Emergency	Vuyani Ndamase
8	Drivers (x4)	Shaheed George, Sibusiso Ngqokotho (outstanding 2)
9	Advertisement	Provincial Media Mr. Lionel Davids & Mr. Sihle Mdlalose
10	Branding	Provincial Media Mr. Lionel Davids & Mr. Sihle Mdlalose
11	Equipment	Vacant
12	Safety & Security & Disaster Plan	Mr. Basil Mavukwana
13	Medics & Ambulances	Mr. Basil Mavukwana
14	Religion (Pastor/Priest)	Chairperson Women's Football Mrs. Anda Ntantala
15	Referees	Deputy Chairperson Referees Mr. Colin Lottering
16	Assurs x6 (welcoming clubs & attending to itinerary)	Vacant (Provincial Deputy Chairperson Mr. Tyhawana provide)
17	Playing Field (Stadium)	Vacant (Provincial Deputy Chairperson Mr. Tyhawana provide)
18	Coordinator (Marshalls, branding removal & put up)	Chairman of George LFA Mr. Andile
19	Admin of SAFA Driver	Vacant (Provincial Deputy Chairperson Mr. Tyhawana provide)

SASOL LEAGUE NATIONAL PLAY OFFS 2024



14 – 21 OCTOBER 2024, WC





BIDDING GUIDELINES

SASOL LEAGUE NATIONAL PLAY OFFS 2024



HOST PROVINCE



Headings



- a) Hosting Requirements
- b) Project Team
- c) Project Time Frame
- d) Ceremonies
- e) Role & Responsibilities



Hosting Requirements



The hosting Province to provide the following:-

1. Min of Two (2) suitable Stadiums for matches
2. Accommodation for Teams, Match Officials, LOC & Operational Teams
3. Transport for shuttling of Officials, LOC & OPS
4. Hospitality services
5. Medical Services & Security Services
6. Competitions Requirements e.g. Ball retrievers, Competitions equipment
7. Letter of Commitment from Government – 08 March 2024



Hosting Requirements - Stadiums



a) The Competitions Stadiums specifics:-

- Suitable pitch – rye/kikuyu grass type
- Min of Five (5) dressing rooms
- Medical Room
- Broadcasting Area
- Ablution facilities for teams, officials & general public
- Spectator Area
- Enough Parking Area for teams and general public
- VIP & Hospitality Area
- Match Coordination Office



Hosting Requirements - Transport



Accommodation

- Accommodation for 270 players, team officials & drivers.
- Two Hotels – 30 Match Officials, 30 LOC/ OPS, HODs & VIPs
- Meals – Dinner & Breakfast
- Meeting Room for 60 people



Hosting Requirements - Transport



Shuttling Services

- 40 seater bus for Match Officials
- Eight seater kombi for Match Commissioners
- 23 Seater bus for Youth Programme
- 23 Seater bus for LOC/OPS
- Two Sedan for HODs & Project Manager



Hosting Requirements - Hospitality



Hospitality & Protocol

- Controlled VIP/ VVIP Suite for SAFA President, SAFA NEC Members, Premier, Executive Mayor, Sponsor, MECs & MMCs and invited guests.
- Media Suite for 30 people on daily basis
- Appoint at least two Protocol Officers to manage the Hospitality areas.



Hosting Requirements – Medical & Security



Medical Services & Security

- Appointing the EMS medical services as per Events & Medical Management guidelines of SAFA for the duration of the Play offs.
- Appointing the accredited security Company and Safety Officer for duration of the play offs.



Financial Implications – For Funding



Stadium Bookings
& Venue
Operations x 7
days

Accommodation &
Catering x 7 days

EMS x 6 days x
12 matches

Medical Doctor x 6
days x 12
matches

Security Services,
Accreditations x 7
days

Live Streaming of
Group Stages
Matches

Miscellaneous
(Water for teams
& officials) on
daily basis





OPERATIONAL PLAN – TIME FRAMES



Hosting Requirements – Competitions



Competitions Requirements

- To provide 20 Kids (age between 13 – 15yrs)
- Four Manual Substitution Boards
- 30 Match Balls (Size 5 – FIFA Approved)
- Two Pumps
- Ball Gurge
- Stationeries
- Printer with ink



Contingencies



- 22 Players, Eight Officials = 30 Team Delegation
x 9 Provinces = 270 people
- Match Officials = 25
- NEC Deployees - 2
- LOC – 10
- Provincial Government Deployees - 6
- Head Office – 4
- Drivers – 2
- Private Security – 30
- EMS - 10
- Ball Retrievers – 12
- Print Media – 20 daily
- Radio Stations – 5 daily
- SABC – 36
- VIPs – 60 Group Stage x 3 days , 100 Semi Finals
& Finals



Project Time Frames



Submission of Team
Delegations & Team
Photos – 08
September 2024

Booking of
Accommodation –
09 Sept 2024

Messages of
Support – 10 Sept
2024

Launch & Draw –
12 Sept 2023

Fixture released to
Media – 12 Sept
2024

Production of Play
Offs Manual – 14
Sept 2024

Operational Plan
Finalised – 14 Sept
2024

Application for Risk
Categorisation – 14
Sept 2024

Confirmation of
Service Providers
(EMS, Catering,
Medical Doctor
etc)– 15 Sept 2024

LOC/ OPS Meeting
– 15 Sept 2024

Finalising
Accommodation –
15 Sept 2024



Project Time Frames



Confirmation of
Transport of Teams –
15 Sept

OPS & LOC Meeting
– 18 Sept 2024

Electronic
Tournament Manual
Finalised – 30 Sept

Arrival of Operational
Team (LOC) (MD-2)
– 13 Oct 2024

Stadium Set Up (MD-
1) – 14 Oct 2024



Arrival of Teams &
Match Officials (MD-
1)–14 Oct 2024

Registration &
Screening (MD-1) –
14 Oct 2024

Team Managers
Meeting (MD-1)
MCM – 14 Oct 2024

Opening Matches
(MD) – 09h00, 12h00
& 15h30 – 15 Oct
2024 (Live
Streaming/ SABC)

Group Stages
Matches (MD) (Day
2) – 16 Oct 2024
(Live Streaming/
SABC)



Final Group Stages
Matches (MD) (Day
3) – 17 Oct 2024
(Live Streaming/
SABC)

Departure of Five
Teams –18 Oct 2024

Semi Finals (MD)
(Day 4) – 18 Oct
2024 (SABC Sport
Channel)

Rehearsal for
Ceremonies – 19 Oct
2024 (10h00 -
12h00)

Match Coordination
Meeting (Final) – 19
Oct (17h00 –
Stadium)

Finals &
Presentations – 20
Oct 2024 (SABC 1)

Departure All – 21
Oct 2024



SOUTH AFRICAN FOOTBALL ASSOCIATION

SASOL NATIONAL PLAY OFFS 14 - 20 OCT 2024

BUDGET

Projected Expenses				R 3 847 000,00		
	Qty	Days	Rate	Total	GRAND TOTAL	Comments
Accommodation Teams				R 1 744 500,00	R 1 744 500,00	
Team 1	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 2	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 3	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 4	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 5	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 6	30	4	R 850,00	R 102 000,00		24 Sharing and six singles
Team 7	30	3	R 850,00	R 76 500,00		24 Sharing and six singles
Team 8	30	3	R 850,00	R 76 500,00		24 Sharing and six singles
Team 9	30	3	R 850,00	R 76 500,00		24 Sharing and six singles
Semi Final Team 1	30	2	R 850,00	R 51 000,00		24 Sharing and six singles
Semi Final Team 2	30	2	R 850,00	R 51 000,00		24 Sharing and six singles
Semi Final Team 3	30	3	R 850,00	R 76 500,00		24 Sharing and six singles
Semi Final Team 4	30	3	R 850,00	R 76 500,00		24 Sharing and six singles
Lunch for 9 teams	270	4	R 150,00	R 162 000,00		
Meals for Team 1 to 9	270	4	R 300,00	R 324 000,00		
Lunch for 4 teams	120	3	R 150,00	R 54 000,00		
Meals (Dinner)	120	3	R 300,00	R 108 000,00		
Accommodation Referees				R 244 600,00	R 244 600,00	
Referees	10	9	R 850,00	R 76 500,00		20 Sharing
Driver	1	9	R 1 500,00	R 13 500,00		

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

Match Commissioners (x 3) & 2 Staff	5	9	R 1 500,00	R 67 500,00		
Lunch	26	9	R 150,00	R 35 100,00		
Meals (Dinner)	26	8	R 250,00	R 52 000,00		
Accommodation Operations				R 270 900,00	R 270 900,00	
LOC	8	7	R 1 500,00	R 84 000,00		R2 260 000,00
HQ Staff	5	7	R 1 500,00	R 52 500,00		
Branding (Officials)	2	7	R 1 500,00	R 21 000,00		
Drivers	0	7	R 1 500,00	R 0,00		
Committee Members	2	7	R 1 500,00	R 21 000,00		
Selectors	1	7	R 1 500,00	R 10 500,00		
1 x Provincial Coordinator	1	7	R 1 500,00	R 10 500,00		
Meals	17	7	R 600,00	R 71 400,00		
Facility Inspections				R 14 000,00	R 14 000,00	
Accommodation	2	2	R 1 500,00	R 6 000,00		
Flights	2	1	R 6 000,00	R 6 000,00		
Meals	2	1	R 1 000,00	R 2 000,00		
Transport				R 592 700,00	R 592 700,00	
Referees Bus (Jhb to WC)	1	1	R 30 000,00	R 30 000,00		
Committee Members	2	2	R 4 000,00	R 16 000,00		
Referees Officials	5	2	R 6 000,00	R 60 000,00		
Branding (Officials) - Petrol/ Diesel	2	1	R 12 000,00	R 24 000,00		
OPS Flights	6	2	R 6 000,00	R 72 000,00		
1 x Ops bus	0	1	R 15 000,00	R 0,00		Supplied by the nearby Region (WC)
Referees	20	1	R 6 000,00	R 120 000,00		
3 X Car hire	3	7	R 2 500,00	R 52 500,00		
KZN Team	1640	2	R 10,00	R 32 800,00		
Limpopo Team	1730	2	R 10,00	R 34 600,00		
Western Cape Team	500	1	R 10,00	R 5 000,00		
Mpumalanga Team	1750	2	R 10,00	R 35 000,00		
Gauteng Team	1400	2	R 10,00	R 28 000,00		
North West Team	1320	2	R 10,00	R 26 400,00		

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

Northern Cape Team	960	2	R 10,00	R 19 200,00		
Free State	1100	2	R 10,00	R 22 000,00		
Eastern Cape Team	760	2	R 10,00	R 15 200,00		
Stadium				R 50 000,00	R 50 000,00	
Hiring Costs	1	1	R 50 000,00	R 50 000,00		
Medical				R 74 500,00	R 74 500,00	
Medical Support	1	1	R 50 000,00	R 50 000,00		
Medical doctor	1	1	R 24 500,00	R 24 500,00		
Safety, Security and Accreditation				R 0,00	R 0,00	
Police Escorts				R 0,00		
Youth Programme				R 2 000,00	R 2 000,00	
Fuel	1	1	R 2 000,00	R 2 000,00		
Catering Requirements				R 9 600,00	R 9 600,00	
Youth Programme	16	6	R 100,00	R 9 600,00		
Equipments				R 385 400,00	R 385 400,00	
Teams kit	11	1	R 5 000,00	R 55 000,00		
Tracksuits	1	340	R 500,00	R 170 000,00		
Managers jackets	1	80	R 550,00	R 44 000,00		
Tog bags	1	340	R 160,00	R 54 400,00		
Golf shirts	1	80	R 250,00	R 20 000,00		
Beannies/ Caps	1	340	R 100,00	R 34 000,00		
Referees kits	1	26	R 0,00	R 0,00		
T-shirts	1	340	R 0,00	R 0,00		
Ballboy Tracksuit	1	16	R 500,00	R 8 000,00		
Allowances				R 185 500,00	R 185 500,00	
Referees	18	6	R 750,00	R 81 000,00		
Commitee Members	2	7	R 250,00	R 3 500,00		
Match Commissioners	3	6	R 750,00	R 13 500,00		
Selectors	0	0	R 0,00	R 0,00		
Branding	2	7	R 750,00	R 10 500,00		
Security	6	30	R 400,00	R 72 000,00		
Hosting Grant	1	1	R 5 000,00	R 5 000,00		
Draw				R 0,00	R 0,00	

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024

Press Conferences	0	1	R 50 000,00	R 0,00		
Media				R 0,00	R 0,00	
Photographer	1	1	R 0,00	R 0,00		
Venue Operations				R 147 500,00	R 147 500,00	
PA System	1	1	R 60 000,00	R 60 000,00		
Stage (Finals)	1	0	R 0,00	R 0,00		
Marque, Chairs & Tables	1	5	R 15 000,00	R 75 000,00		
Dummy Cheques	1	1	R 5 000,00	R 5 000,00		
Announcer	5	1	R 1 500,00	R 7 500,00		
Administration				R 70 800,00	R 70 800,00	
Staff Airtime				R 0,00		
Drivers Airtime	2	9	R 100,00	R 1 800,00		
Drivers	2	9	R 500,00	R 9 000,00		
Tournament brochure & Flyers	1	1	R 25 000,00	R 25 000,00		
Accreditation	1	1	R 5 000,00	R 5 000,00		
Confetti/Pyrotech	1	1	R 0,00	R 0,00		
Medals & Small Trophies	1	1	R 30 000,00	R 30 000,00		
Petty cash				R 55 000,00	R 55 000,00	
Fuel	1	1	R 20 000,00	R 20 000,00		
Meals	1	1	R 2 500,00	R 2 500,00		
Ice	1	1	R 1 000,00	R 1 000,00		
Water (Teams)	1	1	R 15 000,00	R 15 000,00		
Water (Ballkids)	1	1	R 1 500,00	R 1 500,00		
Fuel & Toll fees & parking	1	1	R 15 000,00	R 15 000,00		
					R 3 847 000,00	

7. CONSIDERATION OF MOTIONS

SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024



DA Knysna Caucus
Leader: Levaël Davis
Chief Whip: Sharon Sabbagh
Chairperson: Jason White
3 Pitt Street, Knysna, 6570

The Speaker
Knysna Municipality
5 Clyde Street
19 August 2024

NOTICE OF MOTION TO DISSOLVE THE KNYSNA MUNICIPAL COUNCIL

In terms of Section 34 of the Local Government Municipal Structures Act 1998, as amended, read with Rule 26 of the Knysna Municipality Rules of Order for Internal Arrangements By-law, I, Cllr Levaël Davis, on behalf of the Democratic Alliance (DA) in Knysna, hereby give notice of my intention to move a motion to dissolve the Knysna Municipal Council and allow for fresh elections to be held in the municipality, at the next meeting of Council.

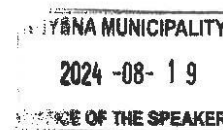
MOTIVATION:

We submit this motion as it is the only legislative remedy to the over-fragmentation of the current council make-up, which has rendered it impossible to elect and sustain a stable majority government with the interests of the residents of Knysna at heart. In addition, the motion seeks to bring an end to the current ANC-PBI-PA-EFF coalition which has ushered in the rapid collapse of service delivery in Knysna, inflicting untold damage on both its residents and the surrounding environment.

A dramatic drop in water quality and supply, electricity outages, the collapse of refuse removal and sewerage and waste water management, have placed the very lives of Knysna's residents at peril. Over the past weeks, the levels of e-coli in the Knysna lagoon have exponentially surpassed acceptable levels due to the unchecked flow of raw sewerage into Knysna's lagoon and estuary. With pollution levels so elevated, it is likely that Knysna will lose its blue flag status ahead of the 2024 high season, severely impacting the once thriving local tourism economy.

Furthermore, the collapse of Knysna's refuse removal services in December 2023, warranted a full scale intervention by the DA-led provincial government to rescue the municipality from drowning in its own rubbish. This wholesale collapse in service delivery is due to the incompetent, unqualified, and unsuitable appointments made by the current coalition government since September 2022, which the DA has had successfully declared unlawful and reversed through successive court action.

During the Medium-Term Revenue Expenditure Budget Framework of 2023/24 and 2024/25, the Coalition of Corruption ensured that budget preparation, discussions, and planning were conducted behind closed doors away from the requisite political scrutiny. The exclusion of both communities and opposition councillors from these processes means that Knysna is essentially run by a government that wants to dictate with impunity.



SPECIAL COUNCIL MEETING
AGENDA
9 SEPTEMBER 2024



DA Knysna Caucus
Leader: Levael Davis
Chief Whip: Sharon Sabbagh
Chairperson: Jason White
3 Pitt Street, Knysna, 6570

The fact that Knysna has once again been voted Best Dorpie in the Kfm Best of the Cape Awards is a testament to the Greater Knysna Business Chamber, the town's residents, NPOs, and volunteers who remain committed to restoring our town to its former glory.

The DA has done everything to constructively engage the Mayor, municipal manager/s, and senior officials to ensure that Knysna is salvaged from further collapse. Instead, our relentless efforts have only been met with constant excuses of infrastructure collapse and sabotage, and no will or desire to action effective long-term plans to address the town's rapid collapse.

The reality is that Knysna is too fragmented to elect a stable majority government under the current council configuration. The only way to resolve this problem is to dissolve the municipal council, call for fresh elections, and elect a DA majority government to bring back stable government and service delivery excellence to rescue Knysna.

Resolves:

- a) That the Knysna Municipal Council be dissolved, in accordance with Section 34(1) of the Local Government Municipal Structures Act, 1998, as amended.

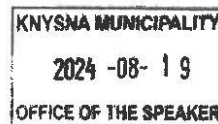
A stylized, handwritten signature in black ink, appearing to be 'LV Davis'.

Mover: Cllr LV Davis

A stylized, handwritten signature in black ink, appearing to be 'PJ Bester'.

Seconder: Cllr PJ Bester

SIGNED ON 19 AUGUST 2024 AT KNYSNA



JP 10h42.

8. CONSIDERATION OF QUESTIONS

None

9. CONSIDERATION OF MOTIONS OF EXIGENCY

None

10. IN COMMITTEE ITEMS

None

11. ADJOURNMENT

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