

A BEACH EVENTS AGREEMENT

ENTERED INTO BETWEEN

**UGU SOUTHCOAST TOURISM (PTY) LTD
(2009/003419/07)
AND**

**EVENTS WOZANI AFRICA
(2003/105856/23)**

1. Parties

1.1. The parties to this agreement are:

1.1.1 **Ugu South Coast Tourism (Pty) Ltd**, represented herein by the Chief Executive Officer, Mr Justin Mackrory, who is duly authorised hereto by a resolution of the Board. A copy of this resolution is annexed hereto. Ugu South Coast Tourism is hereinafter called "**Tourism**"

And

1.1.2 **Events Wozani Africa**: Registration Number 2003/105856/23 herein collectively referred to as "**Wozani**", represented by Vicky Wentzel (Identity Number 690221 0039 088), who is duly authorised.

1.2 Tourism and Wozani agree as set out in this agreement.

2. Interpretation

2.1 In this agreement except in a context indicating that some other meaning is intended:-

- 2.1.1 "**agreement**" means this agreement once it is signed by Tourism and Wozani;
- 2.1.2 "**contract period**" means the period for which this agreement subsists including any period for which it may be renewed;
- 2.1.3 "**parties**" means the parties to this agreement jointly and "party" means one of them;
- 2.1.4 "**tourism tender terms**" means the terms of reference issued by Tourism in December 2015, a copy of which is **annexure "A"** hereto;
- 2.1.5 "**tender**" means the tender proposal submitted by Wozani to Tourism in response to the Tourism tender terms, a copy of which is **annexure "B"** hereto;
- 2.1.6 "**beaches**" means the beaches described in the tender and "beach" means one of the beaches in the HCM, Umdoni and Ugu Municipalities;
- 2.1.7 "**area**" means the Hibiscus Coast Municipality, Umdoni Municipality and the Ugu District
- 2.1.8 "**Umdoni**" means the Umdoni Municipality;
- 2.1.9 "**Ugu**" means the Ugu District;

- 2.1.10 **"Municipal / Events Committee"** means the Events Sub Committee of HCM and or any municipal committee appointed as it is duly constituted by the municipality, from time to time during the contract;
- 2.1.11 **"Beach Programme"** means the beach events programme envisaged in the Tourism tender terms and enunciated by Wozani in the tender;
- 2.1.12 **"VAT"** means value added tax which is payable to the fiscus in terms of the Value Added Tax Act and its' amendments.

2.2 In this agreement:-

- 2.2.1 reference to notices, statements and other communications by or from either party to the other include notices by or from their agents;
- 2.2.2 expressions in the singular also denote the plural, and vice versa;
- 2.2.3 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 2.2.4 pronouns of any gender include the corresponding pronouns of the other genders.

- 2.3 Any provision in this agreement imposing a restraint, prohibition or restriction on Wozani shall be construed that Wozani is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by Wozani's employees, agents and invitees.
- 2.4 Paragraph headings appear in this agreement for purpose of reference only and shall not influence the proper interpretation of the subject matter.
- 2.5 This agreement shall be interpreted and applied in accordance with South African Law;

3. PURPOSE OF AGREEMENT

The background to and the purpose of this agreement is as follows:-

- 3.1 Tourism is tasked (amongst other things) in terms of its' constitution to:-
- 3.1.1 Market the area through tourism development; and
 - 3.1.2 Promote the area as a tourist destination; and
 - 3.1.3 Help grow the area through tourism;
- 3.2 One avenue through which Tourism can address its aims and objects aforesaid is to continually promote the beaches by way of suitable, well organised events, which are held at times when tourists and/or holiday makers and/or specific groups will be attracted to attend and thereby visit the area;
- 3.3 To achieve Tourism's 3.2 above, Tourism published the Tourism tender terms which caused Tourism to consider various proposals which was placed before Tourism: One of these proposals was the tender submitted by Wozani;
- 3.4 Wozani was selected by the tender committees following a tender evaluation and adjudication process and Tourism is concluding a beach events agreement for the contract period with Wozani;
- 3.5 This agreement records the terms and conditions of the contract between Tourism and Wozani which terms and conditions flow from the Tourism tender terms and tender.

4. WOZANI'S APPOINTMENT

Tourism hereby appoints for the contract period Wozani, who hereby accepts the Tourism appointment as the events management company on the beaches as recorded in the Tourism tender terms and in the tender.

5. CONTRACT PERIOD

The contract period commenced, notwithstanding the date of signature of this agreement on, 01 February 2016 and will terminate on 30 January 2019.

6. PAYMENT

6.1 Tourism shall pay to Wozani the sum of R 463380.00 (Four hundred and sixty three thousand Three hundred and eighty rand) excluding Vat for fulfilling all of it's obligations to Tourism in terms of the Tourism tender terms, read together with the tender for the period 01 February 2016 to 31 January 2017.

6.2 From the annual baseline fee, referred to above clause 6.1, the annual increment will increase based on the most recent CPIX figures as determined by STATS SA

Referring to the contract calculated at 5% estimate figures as follows:

1 February 2017 – 30 January 2018	R486 549.00 (excluding VAT)
1 February 2018 – 30 January 2019	R510 876.45 (excluding VAT)

6.3 The Annual Fee will be paid by Tourism to Wozani by way of twelve equal instalments plus VAT, payable on or before the 25th day of every month commencing 01 February 2016 and upon timeous receipt of the appropriate VAT invoice.

7. WOZANI'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

7.1 Without derogating from Wozani's duties, obligations and responsibilities in terms of the Tourism's tender terms and the tender;

7.1.1 Wozani shall during the contract period deliver 170 beach event full day activations with a 5 – 6 hour duration and;

7.1.2 These events will be free events to the public and will not include trading unless prior arrangement with the relevant authorities and stakeholders for trading activities;

7.1.3 These events will be commensurate as per the tender received and awarded to Wozani,

7.1.4 A decision to cancel and/or postpone an event due to inclement weather conditions shall not be taken by Wozani before 12 Noon on the day of the event. The decision after 12 Noon to cancel and/or postpone shall be immediately communicated to Tourism;

7.1.5 Wozani shall consult Tourism in the event of non-attendance or poor attendance at an activated event and the decision to cancel and/or postpone shall rest with Tourism;

7.1.6 In the event of either HCM, Umdoni, Ugu District Municipality and/or Tourism having arranged an event which coincides with a Wozani Beach Event, Wozani agrees that it shall meet with either HCM, Umdoni, Ugu and/or Tourism with the aim of establishing whether or not the Wozani Beach Event can be accommodated failing which Wozani shall do all necessary to reschedule such Wozani Beach Event.

7.2 Programme Development

7.2.1 Wozani is required to develop, administer and manage the beach programme, this in its' widest sense and will include interalia,

7.2.2 Securing Performances, artists and events for the various beaches as illustrated in the seasonal programme presented in the tender **ANNEXURE B**

7.2.3 Identify local performers and artists, and events to participate in the seasonal programmes

7.2.4 Provide training to emerging artists and emerging events companies

7.3 Sponsorship

7.3.1 Wozani will be required to attract and manage publicly suitable sponsors for events on the beaches;

7.3.2 Wozani will be required to identify and within reason utilise and cause sponsors to utilise residents within the area to provide services for the beach programme;

7.3.3 Wozani will be required to invite Tourism on an ongoing basis to identify stakeholders for the beach programme events and also involve Tourism with stakeholder consultations;

7.3.4 Wozani will be required to ensure rival sponsors are not included in their programme;

7.3.5 Wozani may be required to submit sponsorship agreements to Tourism and as and when required.

7.4 Marketing & Media

7.4.1 Wozani Africa may not engage in media pronouncements without Tourism's approval in writing.

7.4.2 Wozani Africa are required to promote the seasonal events using media partners, posters, fliers and other relevant marketing tools available.

7.4.3 Wozani Africa must secure media partners or sponsors with both the major print and electronic media houses to market the seasonal events and the South Coast as a desirable holiday destination.

7.5 Insurance and Compliance

Wozani are required to;

7.5.1 Co-ordinate all technical requirements with Protection Services, Fire & Traffic Departments and the South African Police Service;

7.5.2 For each beach programme event carry such insurance cover both as to amount and type as is reasonably required by Tourism. In this regard Tourism will be advised from time to time by its own qualified insurance broker. Wozani shall pay all premiums in this regard and on demand. If Wozani fail to pay the premiums timeously, Tourism shall be entitled to pay the premiums on Wozani's behalf and to thereafter deduct the amount/s so disbursed from any monthly payment;

7.5.3 Remain fully compliant with municipal bylaws

7.5.4 Ensure all music rights licenses are in compliance with SAMRO any other relevant South African authorities engaged in broadcasting and/or music rights when developing beach entertainment.

7.6 Event Logistics

Wozani must source all logistical material as required for each event including but not limited to;

7.6.1 Stage

7.6.2 Sound & Emcee

7.6.3 Marquees

7.6.4 Tables & Chairs

7.6.5 Back up Generators

7.6.6 Security Services

7.6.7 Electrical Services

7.6.8 Lighting

7.6.9 Cleansing

7.6.10 Road Closures

7.6.11 Special licenses

7.7 Event Management on the Day

Wozani Events must ensure the following on the day of the event;

- 7.7.1 All entertainment and performers arrive 30 minutes prior to their scheduled performance time,
- 7.7.2 All Stage, Sound and Lighting is set up 60 minutes prior to the scheduled performance,
- 7.7.3 All sponsor obligations are met on the day,
- 7.7.4 Adequate crowd control personnel are available when required

7.8 Post Event Management

- 7.8.1 Wozani are to ensure all suppliers are paid within 30 days of receipt of invoice
- 7.8.2 Wozani are to ensure all sponsors receive detailed feedback within 30 days of each event,
- 7.8.3 Wozani, as supplier to government, must ensure that all suppliers requiring payments in advance are paid according to their agreements.

8. COUNCIL, BEACH COMMITTEE & UGU SOUTH COAST TOURISM PROTOCOLS

- 8.1 Wozani will ensure that all requests from UGU SCT and on behalf of the events committee are fully complied with.
- 8.2 Tourism will endeavour to ensure beach tariffs are waived in respect of the Beach programme.
- 8.3 This contract does not give Wozani exclusivity to all events on the beaches
 - 8.3.1 Exclusive sponsorships would need to be approved by the relevant council committees.
 - 8.3.2 Wozani would be required to accommodate other beach event applications approved by Tourism and/or Beach Committee which events shall not constitute part of the 170 total days beach events (see 7.1.1) unless agreed by Tourism.
- 8.4 Wozani may not communicate directly with any municipal committees within Hibiscus Coast Municipality, Umzumbe Municipality, Umdoni Municipality and Ugu District Municipality regarding beach permissions, without written permission from UGUSCT. All submissions must be submitted to Tourism in writing.
- 8.5 Wozani may communicate/liase with the relevant Beach Manager's and/or Official as and when required on planned events.

9. REPORTING and Annual Review

Wozani are required to keep UGUSCT apprised in writing at all times on all relevant matters pertaining to each and every event undertaken by Wozani in terms of the beach programme;

- 9.1 Wozani shall make themselves available to present to the CEO Area Chairs Forum and local Area Committee, when required, to ensure that relevant information, areas of concerns and or ideas for seasonal events is communicated both to the area committees and Wozani for approval.
- 9.2 One month prior to each quarterly seasonal programme, Wozani will be required to submit a full confirmed calendar of events suitable for distribution to the press and advertising publications. This programme will include dates, times, sponsors, sponsor logos and images for publication.
- 9.2 Upon the conclusion of each season Wozani shall submit to Tourism a full written report of the event. This shall be concluded within 21 days of the conclusion of each quarterly school holiday.
- 9.3 Tourism shall on an annual basis, review the overall content of the seasons and discuss areas of concern and areas for additional growth.

- 9.4 In addition to 9.1, 9.2 and 9.3 above Tourism shall have the right at any time during the contract period to call on Wozani to place before Tourism in writing the whole beach programme as then currently planned for the contract period including all financial implications which relate thereto.
- 9.5 Wozani shall ensure that the Area Committee, within the jurisdiction the Beach event may fall, shall be given at least four week prior notification of the intended beach event, and Wozani shall ensure that the necessary approval is obtained and that the requirements are met.

10. COMPLIANCE, INDEMNITY, GOOD FAITH, INSURANCE, CESSION AND ASSIGNMENT

- 10.1 Wozani events hereby indemnifies Tourism and its officers, agents, employees and servants against any claim whatsoever which may be made against any of them arising out of the approved Wozani Beach Events Programme.
- 10.2 Wozani further agrees that they will not contravene any law which it is required to observe nor shall Wozani permit its employees or sub contractors to contravene any statute, ordinance, by law or regulation during the implementation of the beach programme in terms of this agreement;
- 10.3 Wozani warrant to Tourism that it has the necessary skill, expertise and experience to successfully manage the beach programme. In this regard Wozani further warrants to Tourism that it shall employ reasonably qualified and capable employees with a proven track record to execute all of the events in terms of the beach programme;
- 10.4 By her personal signature hereto Vicky Wentzel hereby personally stands as surety for and co-principle debtor with Wozani for the due and proper performance by Wozani of all of its' contractual obligations to Tourism in this agreement;
- 10.5 Wozani shall not be entitled to cede or assign this agreement, or Wozani's right in and to this agreement, to another, without the prior written consent of Tourism which consent may be refused without reason.

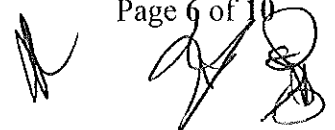
12. TOURISM RIGHTS AND OBLIGATIONS

During the contract period Tourism shall:-

- 12.1 Have the right to seconde at its cost support personnel and/or other consultants for any beach programme event;
- 12.2 Use its best endeavours to ensure the HCM and the Beach Committee positively support and approve events to assist Wozani to fulfil its' obligations

13. GENERAL

- 13.1 This agreement constitutes the whole agreement between the parties. This agreement may not be orally varied by the parties. Any variation or amendment to this agreement shall only be valid if committed to writing and signed by both parties duly authorised representatives and such authorisation shall be written.
- 13.2 A failure by Tourism to enforce or to exercise any right under this agreement shall not constitute a waiver thereof and shall not affect Tourism's right to enforce or exercise such right at a later time.
- 13.3 Wozani acknowledges that no office holder, official or employee of Hibiscus Coast Municipality, Ugu District Municipality and/ or Umdoni Municipality shall have any direct or indirect part or benefit in and to or from this agreement. Wozani undertakes to do all that is reasonably necessary to ensure that this occurs.
- 13.4 Should any term, clause or condition of this agreement be invalid, unenforceable or illegal then the remaining terms and conditions of this agreement shall be deemed to be severable there from and



shall continue to be of full force and effect unless such invalidity unenforceability or illegality goes to the root of this agreement.

14. DEFAULT

If either party is in default of any of its obligations in terms of this agreement, and remains in default for ten days after the date upon which a written notice has been delivered to its *domicilium citandi et executandi* calling upon it to remedy the default, then in that event the party giving notice may, if the default goes to the root of this agreement, cancel this agreement and sue the defaulting party for such damages as the innocent party may suffer as a result of the cancellation. If the innocent party cannot or does not cancel this agreement for non performance after due notice then the innocent party may sue the defaulting party for specific performance or alternatively perform in the defaulting party's stead and then sue the defaulting part for the costs and other damages incurred in so performing. A defaulting party shall be liable in terms of this clause for the attorney and own client costs incurred by an innocent party.

15. JURISDICTION

For the purposes of all or any proceedings which might arise by virtue of this agreement, the parties consent to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 of Act 32 of 1944, notwithstanding that such proceedings might otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act No. 32 of 1944, or any amendment thereof, provided, nevertheless, that the party instituting the action shall have the right at its sole discretion to institute proceedings in any other competent count in respect of any claim which, but for the a foregoing, will exceed the jurisdiction of the Magistrate's Court.

16. DOMICILIA

16.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:-

16.1.1 Tourism : At its Administration Office in the
Building at:-
16 Bisset Street
P O Box 570
PORT SHEPSTONE 4240
Telefax: 039 682 1034
e-mail: admin@tourismsouthcoast.co.za

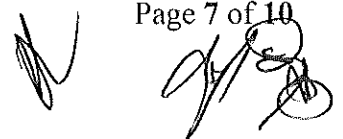
16.1.2 Wozani : 956 Marine Drive
RAMSGATE 4285
Telefax: 039 314 9886
e-mail: Vicky@wozaniafrica.co.za

16.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax or by e-mail;

16.3 Either party may by notice to the other party change the physical address chosen as their *domicilium citandi et executandi*, vis-à-vis that party, to another physical address in the Republic of South Africa, or their telefax or e-mail number: provided that the change shall become effective vis-à-vis that addressee on the 14th (fourteenth) business day from the deemed receipt of the notice by the addressee;

16.4 Any notice to a party:-

16.4.1 Sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to them at their *domicilium citandi et executandi* shall be deemed to have



- been received on the 5th (fifth) business day after posting (unless the contrary is proved); or
- 16.4.2 Delivered by hand to a responsible person during ordinary business hours at the domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 16.4.3 Sent by telefax or by e-mail shall be deemed to have been received on the date of despatch (unless the contrary is proved);
- 16.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to them notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi.

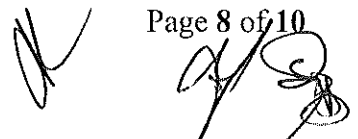
17. COSTS

The parties will be responsible for their own costs incurred in the preparation of this agreement.

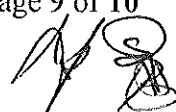
18. MEDIATION & ARBITRATION

Subject to this agreement:-

- 18.1 Should any breach, dispute, difference, impasse, or deadlock, arise at any time hereafter between the parties, concerning this agreement, or its construction or effect, or as to the rights, duties or liabilities of either party hereto, then either party shall be entitled to:-
- 18.1.1 declare a dispute by delivering the details thereof in writing to the other party; and
- 18.1.2 request in writing that such dispute be referred by the parties, without legal representation, to mediation by a single mediator at a place and time to be determined by the single mediator.
- 18.2 If the parties agree to mediation then the mediator shall be:-
- 18.2.1 selected by agreement between the parties or failing such agreement;
- 18.2.2 nominated on the application, of either party in writing, by the President of the KwaZulu-Natal Law Society (hereinafter called "the President).
- 18.3 The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations provided that, in making this determination, he shall consult the parties and be guided by their desires of the form in which the said representations are to be made.
- 18.4 The mediator shall, within a reasonable period thereafter, express in writing an opinion on the matter and shall include therein his detailed reasons leading to his opinion.
- 18.5 The mediator shall deliver a copy of his reasoned opinion to the parties.
- 18.6 Subject to 16.10 below the opinion so expressed by the mediator shall be final and binding on the parties.
- 18.7 The costs of mediation shall be determined by the mediator and shall comprise:-
- 18.7.1 The mediator's expenses; and
- 18.7.2 A fee which shall have been previously agreed by the parties.
- The said costs shall be borne equally by the parties, and shall be due and payable to the mediator on presentation to them of his written account.
- 18.8 Each party shall bear the costs of any legal advice they may have obtained in connection with the mediation.



- 18.9 The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration, as is their option in terms of this agreement.
- 18.10 If a party to this agreement is unwilling to accept mediation or arbitration, then that party shall, by written notice delivered to the other, within (7) days (excluding Saturdays, Sundays and Public Holiday : hereafter called "working days") of the declaration of the dispute require that the dispute be dealt with in terms of 12 above. Should either party fail to deliver such notice they shall be bound to the mediation/arbitration process recorded herein.
- 18.11 If a party to this agreement is unwilling to accept mediation, but is prepared to accept arbitration, or is unwilling to accept the opinion expressed by the mediator, but will accept arbitration thereafter, then that party shall by written notice delivered to the other within 7 (seven) working days of the declaration of the dispute, or within 7 (seven) working days of the issue of the mediator's opinion, require that the dispute be referred to arbitration. If the party receiving this notice ("the Recipient") does not object in writing to arbitration as a method of resolving the dispute within 7 (seven) working days of the receipt of this written notice, then the Recipient shall be deemed to have accepted arbitration as the dispute resolving mechanism. All notices in this regard shall be delivered by the parties to the domicilium citandi et executandi of each other. If the Recipient rejects arbitration timeously the injured party will have no alternative but to resort to the default mechanism contained in 12 above.
- 18.12 The arbitration referred to in 16.10 above shall be held:-
- 18.12.1 in Port Shepstone, KwaZulu-Natal; and
 - 18.12.2 in a summary manner that is, on the basis that it shall not be necessary to observe or carry out either the usual formalities (for example there shall not be any pleadings or discovery) or the strict rules of evidence; and
 - 18.12.3 immediately and with a view to its being completed within 21 (Twenty One) business days after it is agreed to; and
 - 18.12.4 otherwise (but subject to the provisions of 16.11.2 and 16.11.3 above) according to the Association of Arbitrators (Southern Africa) rules for the conduct of arbitrations as are applicable from time to time and as are then currently promulgated in this Association's rules handbook.
- 18.13 The arbitrator shall be, if the question in issue is:-
- 18.13.1 primarily an accounting matter, an independent accountant of at least fifteen years standing nominated by the President;
 - 18.13.2 primarily a legal matter, an independent attorney of at least fifteen years standing nominated by the President;
 - 18.13.3 any other matter, an independent person agreed between the parties or, failing agreement, appointed by the President.
- 18.14 If agreement cannot be reached within 7 (seven) business days after arbitration has been agreed to as to whether the question in issue falls under 16.12.1, 16.12.2 or 16.12.3 above, then the President or his nominee, shall at the equal cost of the parties determine within 7 (seven) business days after appointment, and on a written statement of facts given to him by the parties, whether the question in issue falls under 16.12.1, 16.12.2 or 16.12.3 above so that an arbitrator can be appointed in terms of 16.12 and the arbitration can be held and concluded, if possible, within the prescribed period of 21 (twenty one) business days.
- 18.15 The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law and evidence need not be observed or be taken into account by him when arriving at his decision.




- 18.16 The parties irrevocably agree that the decision in arbitration proceedings:-
 - 18.16.1 shall be binding on them; and
 - 18.16.2 shall be carried into effect; and
 - 18.16.3 can be made an order of the Court of competent jurisdiction.

19. Termination of Contract

19.1 If any party breaches any material provision or terms of this agreement and fails to remedy such breach within 7 days of receipt of a written notice sent or delivered to the address in clause 14 requiring it to do so then the aggravated party shall be entitled, without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for the performance has arrived, without prejudice to the aggrieved party's right to claim damages.

19.2 In the event of Tourism ceasing to operate and/or ceasing to control and/or manage events on the beaches, for whatsoever reason, prior to the expiry of the three year period, then this agreement shall terminate as at the date Tourism ceases operation. Tourism's obligation to pay the annual fee or any part thereof shall terminate and Wozani shall have no claim for any further monthly payments.

THIS DONE AND SIGNED AT PORT SHEPSTONE THIS 22 DAY OF January.....2016

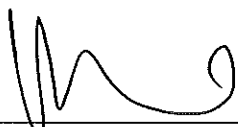


 Justin Mackrory
 Chief Executive Officer
 For Tourism

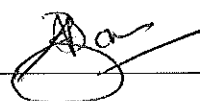


 Witness


THIS DONE AND SIGNED AT PORT SHEPSTONE THIS 22 DAY OF January.....2016



 VICKY WENTZEL
 Sole Member for Events Wozani Africa



 Witness



 VICKY WENTZEL
 In her personal capacity and hereby
 Accepting personal liability for
 Wozani in terms of this agreement

Annexure A: Tender reference terms:

Annexure B: Wozani Tender document:

1. TERMS OF REFERENCE THE PROVISION OF SEASONAL BEACH EVENTS CO-ORDINATION FOR THE SOUTH COAST FOR A PERIOD OF THREE (3) YEARS: Commencing 1 February 2016

1. INTRODUCTION

The Beach Events & Festivals are an initiative of South Coast Tourism.

The purpose of these terms of reference is to outline the scope of work that is expected from the Service Providers or Events Management Companies.

2. THE OBJECTIVES OF THE SEASONAL EVENTS ARE:

1. To create a new tourism product for South Coast Tourism, which will add value to the Coastal tourism during the period, where the bulk of the tourists are on holiday.
2. To create events that will feature prominently in the national entertainment and tourism calendars.
3. To promote the spirit of nation building through entertainment and events.
4. To expose up and coming local talents by providing a platform to perform in the presence of a big audience alongside other professionals when able.
5. To promote the South Coast as the tourist destination of choice.

3. PRE – EVENT TASKS/ RESPONSIBILITY

3.1 Provide the following professional advices:

- 3.1.1 Investigate and recommend the suitable dates for the seasonal events taking into consideration the objectives of the seasons,
- 3.1.2 Investigate and recommend other avenues to raise sponsorship for the events,
- 3.1.3 Consult with the Tourism stakeholders to support the Festivals and aid in promoting them.
- 3.1.4 To provide any professional advice to South Coast Tourism that will assist to the growth of the seasons.

3.2 Tasks:

- 3.2.1 The first task of the Event Coordinator is to secure performances, artists and events, which would suit the needs of the various beaches within the Ugu South Coast. The beaches that need to be accommodated each season are Scottburgh, Hibberdene, Margate and Port Edward, with an additional 2 beaches per season.
- 3.2.2 Identify local performers, artists and/or events that would participate in the seasonal programs and provide training to emerging artists as part of the Social Responsibility of the professional artists and the emerging events companies.
- 3.2.3 Arrange all necessary permissions through the relevant municipalities: Beach Committee, Protection Services, Fire & Traffic Departments, South African Police Service to comply with all bylaws and requirements of each of the Municipalities.
- 3.2.4 Consultation with all relevant stakeholders and organisations.
- 3.2.5 Consultation with regards to other MOU's and Agreements around events and festivals in place.

3.3 Sourcing of the sponsors

- 3.3.1 To secure major corporate sponsors which will sponsor the Seasonal events. These kinds of sponsors will enjoy prime branding space during the sponsored events. These sponsors will therefore enjoy prime naming rights for each event subject to sponsorship raised.
- 3.3.2 To secure sponsorship that will sponsor smaller events during the seasons. Kindly note that season refers to the South African schools/university holidays.
- 3.3.3 Sponsorships may also include cash sponsorship.

3.4 Securing Media Partners

The event coordinator must secure media partners or sponsors with both the major print and electronic media houses. These partnerships will assist in marketing the seasonal events and the South Coast as a desirable holiday destination.

3.5 Sourcing of the event logistics:

The Event Coordinator must source the following logistical material, when required by the Events;

1. Stage,
2. Sound system and MC's,
3. Marques with chairs,
4. Toilets,
5. Insurance. i.e. to cover stage and marquee etc,
6. Back -up generator/s,
7. Poster Designer, Printout and Distribution capabilities,
8. Security Services,
9. Electrical services,
10. Stage lightning,
11. Clean-up on the day of the event and after the event.

All the sourcing of the logistics and service providers must be done in accordance with the adopted Service Level Agreement between South Coast Tourism, and with the relevant Municipality.

3.6 Marketing and Promotion of the event

1. The event coordinator is to develop a seasonal calendar and print a holiday programme.
2. Promote the Seasonal events using media partners, posters, fliers, entertainment websites and other relevant marketing tools available.
3. The event promotion or marketing strategy must also promote the South Coast as the tourist destination of choice.

4. ACTUAL EVENT MANAGEMENT

The event co-coordinator must make sure that the following takes place for each season festival:

- 4.1 All entertainment / acts / events booked arrive;
- 4.2 All activities are on time;
- 4.3 No double booking of rival sponsors during the event days;
- 4.4 All activities are in good taste;
- 4.5 All required logistics as mentioned on point 3.5. are in place and in good condition;

- 4.6 Sponsors obligations are met as per sponsorship agreements;
- 4.7 Adequate crowd control personnel are available when required;

5. POST – EVENT TASKS;

- 5.1 Prepare and submit a close-out report to the CEO of South Coast Tourism. This close-out must be delivered within 15 days of the close of each season.
- 5.2 Secure post event media publicity of the event including TV coverage of the events where possible.

6. Evaluation:

- 1.1 The bid will be subject to the 80/20 preference points principal, 80points for price and 20 points for empowerment / social economic goals.
- 1.2 The bid will also be evaluated on functionality; a bidder who scores less than 70% will be eliminated
- 1.3 The points scored for functionality will be dealt with separately for points for price and empowerment/social-economic goals in line with National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include functionality.

7. Mandatory Requirements:

If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-compliance and the bid SHALL be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as complied to but not elaborated upon or substantiated, the bidder will receive less points for that particular requirement. Any bidder who scores less than 70% on functionality will be automatically disqualified.

The bidders MUST substantiate/comment and explain on how the following will be done and where necessary, provide supporting documentation:

CRITERIA	Maximum number of points awarded	Minimum number of points awarded	Means of Verification
A minimum of 10 years senior level experience in complex event co-ordination;	20	14	Comprehensive CV and references
Proven track record ability in raising funding for events via the private sector;	30	21	Comprehensive CV with references confirming sponsorships raised
Proven record relating to marketing of events with various media partners;	20	14	Reference letters and examples of advertisements
Source local emerging talent for exposure to bigger audiences and professionals ;	10	7	Confirmation of participation in events
Samples and examples of similar assignments conducted over the past 5 years;	10	7	Proof of events
Sound knowledge of the Greater South Coast, its tourism features, attractions and products.	10	7	Comprehensive CV and business address

NOTE: A bidder that scores less than 70points out of 100 in respect of functionality will be regarded as a non-responsive proposal and will be disqualified.

Application of the 90/10 preference points system.