

Liquor Licence Application

Application Reference No	LLA1610017		
Section	2016/10/11	Received MSC	2016/10/11
Documents Received and Attached			
Application	Y	Notice section 37(2)	Y
Plan of the Premises	Y	Right of occupation	Y
Site Plan	Y	ID or Registration	Y
Premises Description	Y	Notice of Application	Y
Colour Photographs	Y	Application Fee	Y
Representation	Y	Zoning Certificate	Y
SAPS Office	Maitland Police Station		Date Received 2016/09/29
Applicants Name	Yes We Can Sport & Jazz Foundation		
Applicants ID or Reg No	2014/211769/07		
Kind of Licence	Consumption ON Premises		
Business Name	Yes We Can Sport & Jazz Foundation		
Proposed Address	Erf: , Alexandra Road Recreational Hall Area Oude Molen Eco Village Pinelands, 15 , Alexandra Road, Pinelands		
SubCouncil Name	SC15	Ward	
Date Submitted to SC	2016/10/14		

SUID-AFRIKAANSE POLISIEDIENS



SOUTH AFRICAN POLICE SERVICE

AMAPOLISA OMZANTSI AFRICA

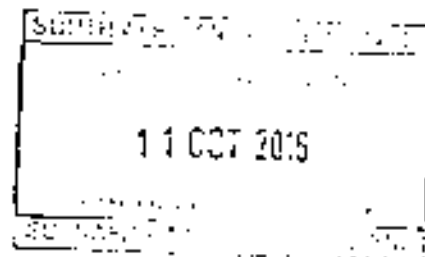
Verw / Ref:	YES WE CAN SPORTS AND JAZZ, SECTION 36 LIQUOR APPLICATION	OFFICE OF THE DESIGNATED POLICE OFFICIAL SOUTH AFRICAN POLICE SERVICE 236 VOORTREKKER ROAD MAITLAND 7405
Navre / Enq:	W. Officer B.B. Rossouw (Maitland Saps- DLO)	
Tel no :	021 - 506 9446	2016-10-11
Email:	maitland-saps@saps.gov.za	
Fax:	(021) 506 9450	

CAPE CITY COUNCIL,
CIVIC CENTRE
CAPE TOWN
8000

APPLICATION LTD SECTION 36 FOR A LIQUOR LICENCE FOR THE SALE OF LIQUOR FOR CONSUMPTION ON THE PREMISES OF WESTERN CAPE LIQUOR ACT 8 OF 2008, YES WE CAN SPORTS AND JAZZ, RECREATION HALL, 15 ALEXANDRA ROAD, OUDE MOLEN - ECO VILLAGE, MAITLAND, ERF 26439.

1. The following CONSUMPTION-ON (all kinds of liquor) section 36 of the Western Cape Liquor Act 4/2008 liquor licence application was received at this office on 29 SEPTEMBER 2016:

APPLICANT: REGNO: 2014/011769/07
HEBHAARD HOSPITALITY CC, TRADING AS
YES WE CAN SPORTS AND JAZZ
RECREATION HALL AREA
15 ALEXANDRA ROAD
OUDE MOLEN- ECO VILLAGE
MAITLAND
7405
(ERF 26439)



1. **APPLICANT/DIRECTOR:**
RODERICK PETER SOLOMONS
IDNO: 6307165253082 (RSA)
(CELL NO) 082 511 2010

2. This office kindly requests your recommendations relating to the aforementioned application. Kindly acknowledge receipt on copy.
3. Enquiries may be directed to W. Officer B.B. Rossouw on the number listed above.
4. Friendly police greetings.


WARRANT OFFICER
B.B. ROSSOUW MAITLAND
DESIGNATED LIQUOR OFFICER



Physical Address: Block E, Oude Molen Eco-village,
15 Alexandra Road, Pinelands, 741
Postal Address: P. O. Box 611, Howard Place, 7450

Tel No: +27 82 511 2010
Facsimile Email: +27 (0) 866 368 757
E-mail: tsplomons@yeswecansportandjazz.com

Web-address: www.yeswecansportandjazz.com

"Making a difference through Sport & showcasing our Jazz Heritage"

INDEX OF DOCUMENTS SUBMITTED WITH LIQUOR LICENCE APPLICATION

1. Completed forms 3, 4, 5 and 6 (S.36)
2. Explanatory addendum to liquor licence application
3. Schematic plan
4. Site plan
5. Lay-out plan
6. Direction map to Oude Molen Eco-village
7. Google Earth photographic map of the site
8. Pictures of the hall & surrounding area
9. Copy of the applicant's company registration documents
10. Copy of ID of person who prepared the documents *private*
11. Copy of lease agreement & monthly rental invoice *private*
12. Copy of formal signatures of support
13. Copy of proof of fee payment *private*

FORM 3
NOTICE OF LODGEMENT OF APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE
[Reg 9(2)]

Notice is hereby given that below-mentioned applicant has lodged the above-mentioned application, particulars of which appear hereunder, with the Western Cape Liquor

Authority and the relevant designated liquor officer on **28-09-2016** (date)

- 1. Local municipality **CAPE TOWN**
- 2. Full name, street and postal address of applicant

YES WE CAN SPORT & JAZZ FOUNDATION
11 LINKS DRIVE
PINELANDS
CAPE TOWN

PO BOX 611
HOWARD PLACE
PINELANDS
7405

- 3. Kind of licence applied for
SECTION 36

- 4. Kind of liquor to be micro-manufactured and/or sold

VARIOUS TYPE OF ALCOHOL (WINE & SPIRITS) AND BEERS

- 5. Name under which business is to be conducted and full street address of business

YES WE CAN SPORT & JAZZ FOUNDATION
RECREATION HALL & THE GRASS AREA IN FRONT OF IT
BLOCK E
15 ALEXANDRA ROAD
OUDE MOLEN ECO-VILLAGE

- 6. State whether any consent, approval or authority is applied for in addition to the licence, describe it fully and state the relevant section in terms of which it is applied for.

NONE

Place

PINELANDS

Date

Signature of applicant or person authorized to sign application



NAME (Printed) RODERICK, PETER SOLOMONS

FORM 4
APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE
 [Reg 9(4)]

ORIGINAL TO BE LODGED WITH AUTHORITY AND TWO COPIES WITH DESIGNATED LIQUOR OFFICER

Date stamp of designated
 liquor officer receiving the application on
 29 SEP 2016

Date stamp of authority
 30 SEP 2016

For official use

Application Fee

Receipt No

Payment Date

Description of Document		Annexure
Application		
Plan of the premises		Form 4
Site plan		A
Description of the premises		B
Colour photographs		C
Representations in support of application		D
Proof of notice in terms of section 37(2)		E
Proof of right of occupation		F
Proof of identity documents or registration of applicants or members / shareholders of the legal Entity		G
		H

Application Prepared by

RODERICK,
 PETER
 SOLOMONS

Postal Address

PO BOX 611,
 HOWARD
 PLACE, 7450

Physical Address

11 LINKS
 DRIVE,
 PINELANDS
 7405

Telephone numbers

Office 021 5313977

Home or other

Mobile +27825112010

Fax number 0866368757

E-mail address: ROD@THEROIDSOLGROUP.COM

**APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE
(Reg 9(4))**

1. APPLICANT'S DETAILS

1.1 Full name YES WE CAN SPORT & JAZZ FOUNDATION

1.2 Identity number N/A

1.3 Date of birth N/A (if applicant is a natural person)

1.4 Registration number/reference/authorisation 2014/211769/07 (if applicant is not a natural person)

1.5 Address PO BOX 611 HOWARD PLACE Postal code 7450

1.6 Address for service of Documents 11 LINKS DRIVE, PINELANDS, CAPE TOWN Postal code 7450

1.7 Address for service of documents after application is determined 11 LINKS DRIVE, PINELANDS, CAPE TOWN Postal code 7450

1.8 Contact details of applicant (or, if applicant is a juristic person, of contact person):

Name RP SOLOMONS

Telephone numbers Office 021 5313977
Mobile +27825112010
Home or other

1.9 Fax number 0866368757

1.10 E-mail address ROD@THERODSOLGROUP.COM

1.11 Nominated Manager (if applicant is a juristic person)

Full name RODERICK, PETER SOLOMONS

1.12 Identity number 6307165253082

1.13 Address 11 LINKS DRIVE, PINELANDS

1.14 Telephone numbers Office 021 5313977
Mobile +27825112010

1.15 Fax number 0866368757

1.16 E-mail address ROD@THERODSOLGROUP.COM

FORM 4
APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE

[Reg 9(4)]

2. QUALIFICATION OF APPLICANT

2.1 Is the applicant someone who

(a) has within sixty (60) months prior to the lodgement of the application, been sentenced to imprisonment without the option of paying a fine?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(b) has within sixty (60) months prior to the lodgement of the application, been declared to be unfit to hold a registration by the National Liquor Authority or a licence by any provincial liquor authority?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(c) is an unrehabilitated insolvent?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(d) is a minor?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(e) was the holder of a licence which was cancelled in terms of the provisions of this Act or an Act regulating liquor licences in any other province within a period of twelve (12) months prior to the lodgement of the application?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(f) is a spouse or life partner of a person described in (a), (b) or (e) above?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(g) anyone who is mentally ill as defined in the Mental Health Care Act, 2002 (Act 17 of 2002)?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

2.2 In the case of an applicant who is not a natural person:

Is any member, shareholder, trustee, beneficiary or partner of the applicant a person described in paragraph 2.1 (a), (b) or (e)?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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**2.3 If any of the questions in paragraph 2.1 or 2.2 have been replied to in the affirmative, provide full details.
(Use a separate annexure if necessary)**

FORM 4
APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE

[Reg 9(4)]

J. FINANCIAL INTEREST

- 3.1 State the name, identity number and address of each person, including the applicant, who has any financial interest in the business and in each case the nature and extent of such interest. (Use an annexure if necessary)

Applicant: YES WE CAN SPORT & JAZZ FOUNDATION,

Address: PO BOX 611 HOWARD PLACE, 7460

Co Reg Nr: 2014/211769/07

Directors: RP Solomons (executive); R Isaacs (non-executive); H Jonkerman (non-executive)

[If the applicant is a public company, statutory institution or co-operative as contemplated in the Co-operatives Act, 2005 (Act 14 of 1981), it is sufficient if only the name and postal address of such company, statutory institution or co-operative, as the case may be, the name of each director (if any) thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company, statutory institution or co-operative.]

- 3.2 If the applicant is a company, close corporation, partnership or trust, state whether a person contemplated in paragraph 3.1 above

(a) has a controlling interest in the company, close corporation or trust?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
(b) is a partner in the partnership?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
(c) is the main beneficiary under the trust?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

- 3.3 If any of the question in paragraph 3.2 (a) to (c) have been replied to in the affirmative provide full details (Use an annexure if necessary)

FORM 4

APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE

[Reg 9(4)]

4. APPLICATION DETAILS

4.1 State the type of licence applied for
ON-SITE CONSUMPTION

4.2 State the kind of liquor the applicant
Intends selling under the licence
SPIRITS; WINES & BEERS

4.3 Under what name is the business
to be conducted
YES WE CAN SPORT & JAZZ FOUNDATION

4.4 Address of the premises to be licensed
with reference to the number of the erf, street,
apartment, shop or farm, as the case may be
15 ALEXANDRA ROAD, RECREATION HALL
AREA, OUDE MOLEN ECO-VILLAGE,
PINELANDS

4.5 Does the applicant own the premises? YES NOX

If no, give details of the owner and the
Applicant's right to occupation –

Owner's Name: Western Cape Department of Public Works

Owner's Address: 9 DORP STREET, CAPE TOWN

Applicant's Right to occupation: LEASE

Duration of Right of occupation: ANNUAL

Duration of right of occupation: AUTOMATIC ANNUAL RENEWAL

4.6 In the case of an application for a licence which permits consumption of liquor on the premises, state in
which portion of the premises liquor will be served and consumed.

IN THE HALL AREA

4.7 Is the application made in respect of premises which

(a) have not yet been erected?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
(b) are already erected but require additions or alterations to make them suitable for the purposes of the proposed business?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
(c) additions or alterations in order to make them suitable for the purposes of the proposed business?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

FORM 4
APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE
{Reg 9(4)}

4.8 If the answer to a question in paragraph 4.7 (a) or (b) was 'yes', please state - NA

(a) the date on which such erections, additions or alterations will be commenced with

and

(b) the period which will be required for the erection, additions or alterations.

4.9 Trading hours sought during which it is proposed liquor may be sold or consumed on the licensed premises

DURING WEEK FROM 6PM TILL 1.00AM WHEN THERE ARE EVENTS
WEEKENDS 11AM TILL 1.00AM WHEN THERE ARE EVENTS OR THE MARKET IS OPERATING

4.10 Jobs created

(a) How many persons will be employed by the business? 2

(b) How many will be employed in a management capacity? 1

(c) How many persons will be employed specifically in the regard to the sale of liquor? 2

FORM 4
APPLICATION IN TERMS OF SECTION 36 FOR A LICENCE

[Reg 9(4)]

6. OTHER LICENCES: NONE

6.1 Give full details of any existing liquor licence on the property where the proposed premises are located:

Licensee

Type of licence

Authority

Reference number

(Location of such other licensed premises in relation to proposed premises to be indicated on a site plan)

6.2 Give full details of all liquor licences held by the applicant in the Western Cape Province, as well as full details of any registration held with the National Liquor Authority in terms of the Liquor Act, 2003 (Act 59 of 2003)

(Use separate annexure if necessary)

I declare / truly affirm that the information furnished in this application and in the documents attached to it, is true.

Date 2016-09-29

Signature of applicant or if applicant is a juristic person, the person authorised to sign application (Written authorisation to be attached if not signed by applicant)



Name (Printed) REDERICK, PETER SOLUTIONS

I certify that the applicant has acknowledged that he/she knows and understands the contents of this, which was

signed and sworn to / affirmed before me at this 29th 09 2016 day of 20 Commissioner of oaths

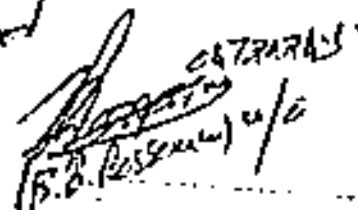
Full name BERNETT BRITTA ROSSOUX

Business address S.A Police Service
236 Coartrekker road, Matieland

Designation WARRANT OFFICER

Area for which appointment is held MATIELAND

Office held if appointment is ex officio MATIELAND


B.B. ROSSOUX
29 SEP 2016



FORM 5

NOTICE IN TERMS OF SECTION 37(1) OF LODGEMENT OF AN APPLICATION
IN TERMS OF SECTION 35 FOR A LICENCE

[Reg 10(1)]

Notice is hereby given in terms of section 37(1) that the application for a liquor licence, particulars of which appears hereunder, will be lodged at the Western Cape Liquor Authority (the Authority) and the office of the designated liquor officer at the SAPS.....MAITLAND POLICE STATION

The application concerned may, up to and including the twenty eighth (28th) day from date of this notice, upon request and free of charge, be inspected by any person at the offices of the Authority and the designated liquor officer.

In terms of section 39(2), you may lodge representations for or against the said application. Should you wish to do so, the representations must be lodged, in writing, with the Authority and the office of the designated liquor officer.

Place of Lodgement: WESTERN CAPE LIQUOR AUTHORITY

Date of Lodgement: 28 SEPTEMBER 2016

Full Name of applicant: YES WE CAN SPORT & JAZZ FOUNDATION

Identity number or registration number of applicant: 2014/211769/07

Street and Postal
address of applicant
11 LINKS DRIVE,
PINELANDS
PO BOX 611
HOWARD PLACE

Kind of licence applied for ON CONSUMPTION/SECTION 38

Kind of liquor to be micro-manufactured and/or sold: WINE; SPIRITS & BEERS

Name under which business will be conducted YES WE CAN SPORT & JAZZ FOUNDATION

Address of the proposed premises: BLOCK E, OUDE-MOLEN ECO-VILLAGE

Application Prepared by RP SOLOMONS

Postal address PO BOX 611, HOWARD PLACE

Physical address 11 LINKS DRIVE, PINELANDS

Telephone numbers

Office 021-5313977

Mobile 0825112010

Fax number: 0856368757

E-mail address rod@therodsolgroup.com

FORM 6

NOTICE IN TERMS OF SECTION 37(2) OF THE WESTERN CAPE LIQUOR ACT, 2008

APPLICATION FOR A LIQUOR LICENCE IN RESPECT OF THESE PREMISES

[Reg 10(2)]

Notice is hereby given that an application for a liquor licence, particulars of which appear hereunder, has been lodged at the Western Cape Liquor Authority (the Authority) and the office of the designated liquor officer at the SAPS.

The application concerned may, up to and including the twenty eighth (28th) day from date of this notice, upon request and free of charge, be inspected by any person at the offices of the Authority and the designated liquor officer.

In terms of section 39(2), you may lodge representations for or against the said application. Should you wish to do so, the representations must be lodged, in writing, with the Authority and the office of the designated liquor officer.

Date of Notice The date must correspond to the date contemplated in regulation 8(3).

Full Name of applicant: YES WE CAN SPORT & JAZZ FOUNDATION

Identity number or registration number of applicant: 2014/211769/07

Street address of applicant: 11 LINKS DRIVE PINELANDS Postal code
7 4 1 5

Postal address of applicant: PO BOX 611 HOWARD PLACE Postal code
7 4 5 1

Kind of licence applied for: ON-CONSUMPTION –SECTION 36

Kind of liquor to be micro-manufactured and/or sold: WINE, SPIRITS & BEERS

Name under which business will be conducted: YES WE CAN SPORT & JAZZ FOUNDATION

Address of the proposed premises: BLOCK E; OUDE MOLEN ECO-VILLAGE

Application Prepared by	RP SOLOMONS		
Postal address	PO BOX 611 HOWARD PLACE		
Physical address	11 LINKS DRIVE, PINELANDS		
Telephone numbers	Office	021 5313977	
	Mobile	0825112010	
	Home or other		
Fax number	0866368757		
E-mail address	rod@therodsolgroup.com		



"Making a difference through Sport & showcasing our Jazz Heritage"

2.
Physical Address: Block E, Oude Molen Eco-village,
15 Alexandra Road, Pinelands, 7401
Postal Address: P. O. Box 611, Howard Place, 7450
Tel No: +27 82 511 2010
Facsimile/E-mail: +27 (0) 866 368 757
E-mail: f.solomons@yeswecansportandjazz.com

Web-address: www.yeswecansportandjazz.com

DESCRIPTIVE ADDENDUM TO APPLICATION FOR LIQUOR LICENCE

I started the **Yes We Can Sport & Jazz Foundation** in order to do sport development programs for young children during the school holidays and on two afternoons during the week. This is to provide alternatives to anti-social behavior; keep them occupied; and assist with their further development. Children do not pay to participate in the recreational sport programs.

We also have a program whereby we showcase jazz talent on the last Thursday of every month. People do not pay to come and attend the **Showcasing Jazz Talent** events and the idea is also to, during the summer and spring months showcase some of the great jazz talent of the Western Cape at the Foundation. In this way our artists are able to be exposed to a broader audience and have an opportunity to make an income.

The Foundation is located at the hall at Oude Molen Eco-village that I am leasing from the Department of Public Works. The hall has a wonderful grassed and treed area outside and around it where the market is held and we intend having some summer jazz concerts.

Currently, I am funding the activities of the foundation from my own funds because it is my way of giving back to society after having been Head of Sport & Culture in the Western Cape for a number of years. I am also in the process of approaching certain individuals to become benefactors of the Foundation.

One of the ways to generate income to subsidize the programs of the Foundation is to host a Food & Craft market over weekends and to periodically host jazz and music events at the premises. We can further supplement the income by being able to sell beer and wine either at the market or at these jazz and music events. A few liquor companies have also expressed an interest in coming on board as sponsors but they will only do so once we have a liquor license.

The hall is also hired out to the community to host functions and it would assist them in raising funds if there was a license that would enable alcohol to be sold at the hall. We have had food markets and jazz showcasing events at the venue without selling alcohol but there has been a demand from patrons for alcohol to be available in a controlled manner.

The Oude Molen Eco-Village site is currently guarded by a 24/7 protection service and since we have been at the venue we have had no incidents at it. Any alcohol sold will be for consumption on the premises and none will be sold to children under the age of 18 years. The Travel Lodge backpackers' establishment located at Oude Molen Eco-village has a liquor license and has supported our application. There will also be clear signs that alcohol is not to be sold to those under 18 and that alcohol is to be consumed ON the premises.

The Montessori pre-primary school that is located about 100 meters from the premises of the Foundation has supported the application. This is so because there won't be any activities happening at the premises of the Foundation during the times of the school's operation. The Ward Councillor from the 2 closest suburbs Maitland Garden Village & Pinelands, Brian Watkyns has indicated his support for the application once it gets referred to him.

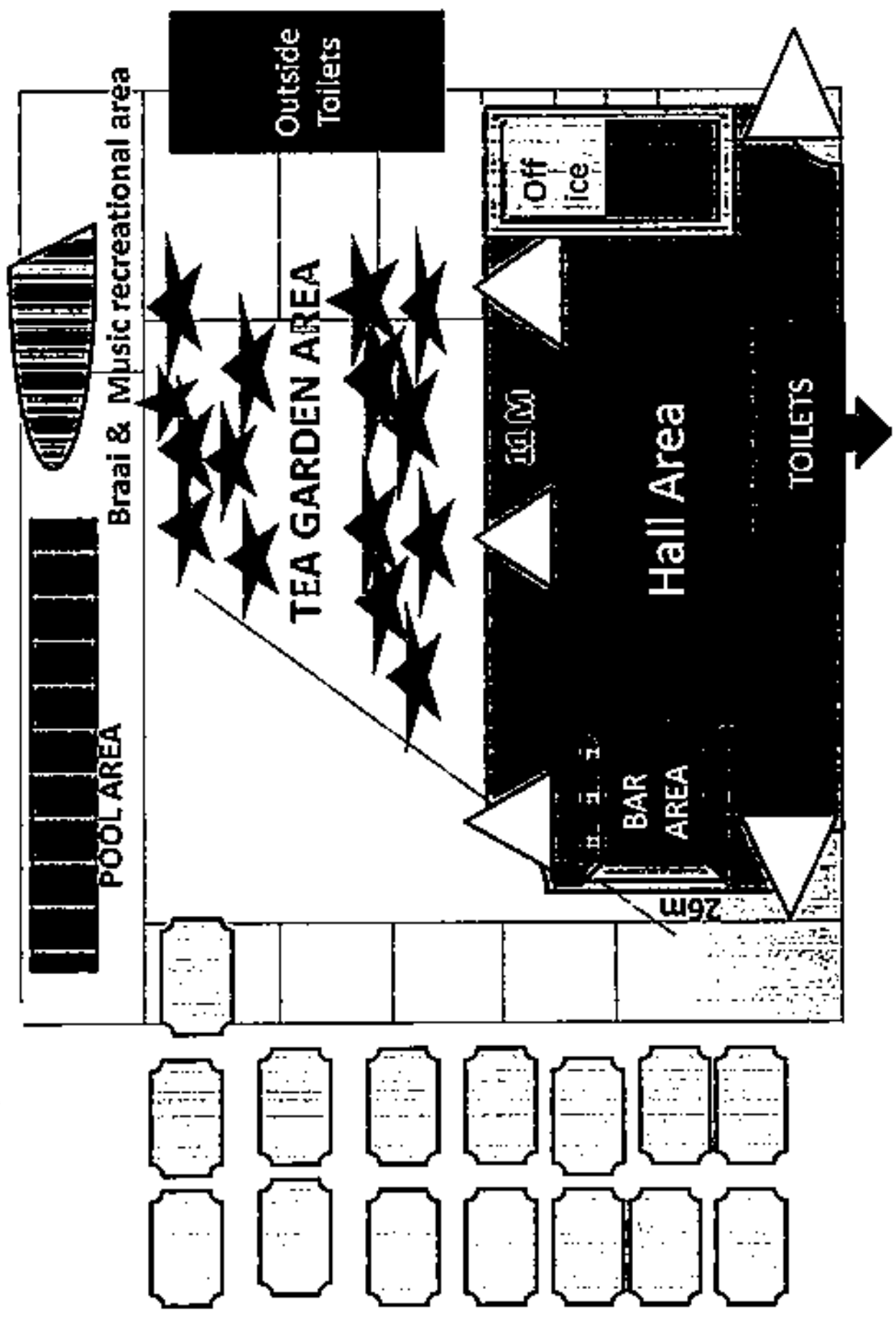
Kind regards



Adv. Rod Solomons
Executive Director
29 September 2016



SCHEMATIC LAY-OUT PLAN OF HALL & OUTSIDE





SCHEMATIC LAY-OUT PLAN EXPLANATORY NOTES



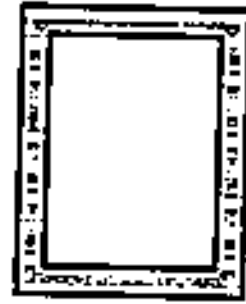
Pool Area



Braai & outside music area



Vendors



Office area



Doors



Bar area



Tea garden



Toilets

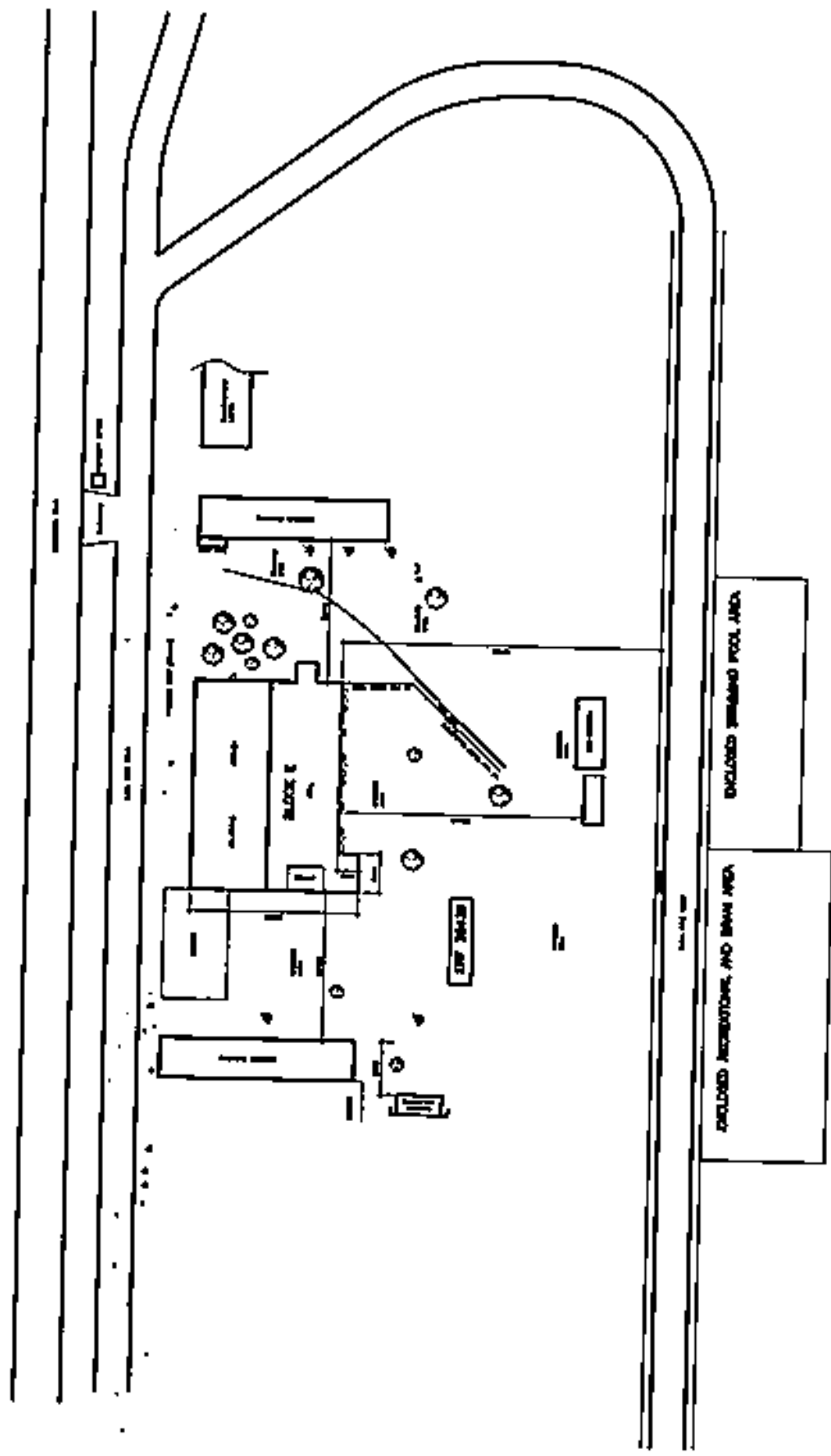


Hall area

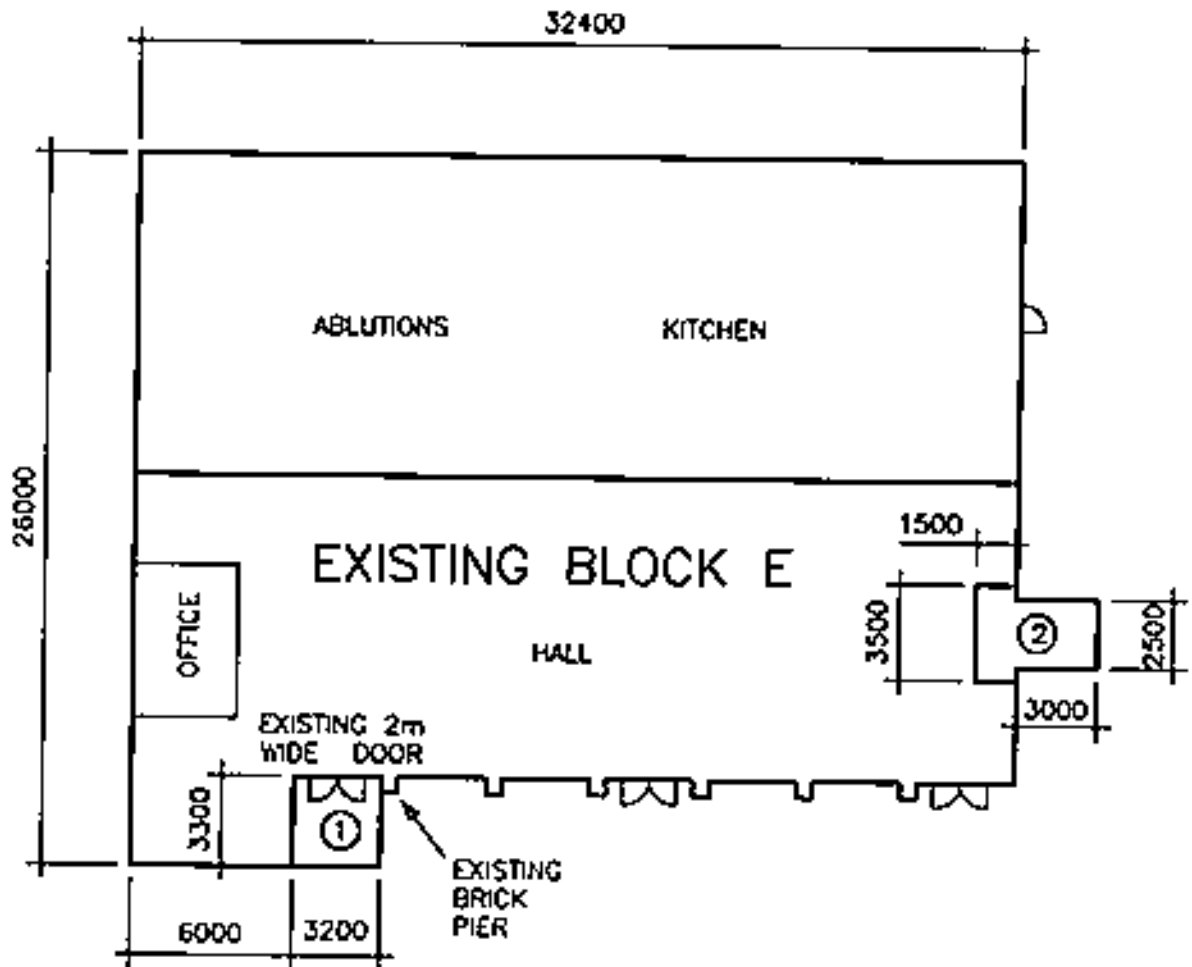
YWC Foundation

Site - Plan.

4

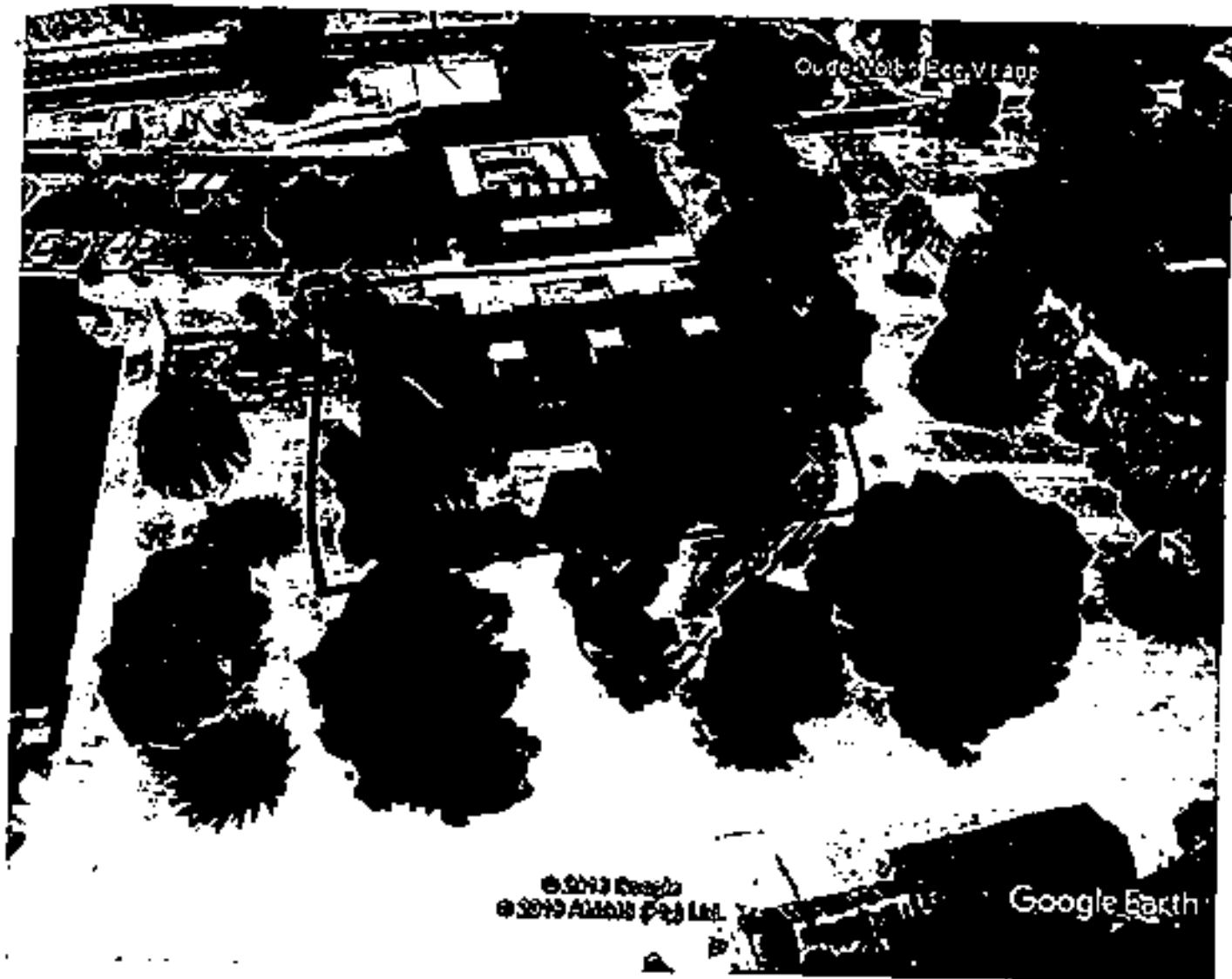


YWE Foundation - Layout Plan.



1:250 LAYOUT PLAN

- ① PROPOSED OUTSIDE BAR AREA
- ② PROPOSED INSIDE BAR AREA

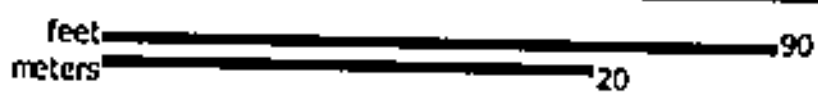


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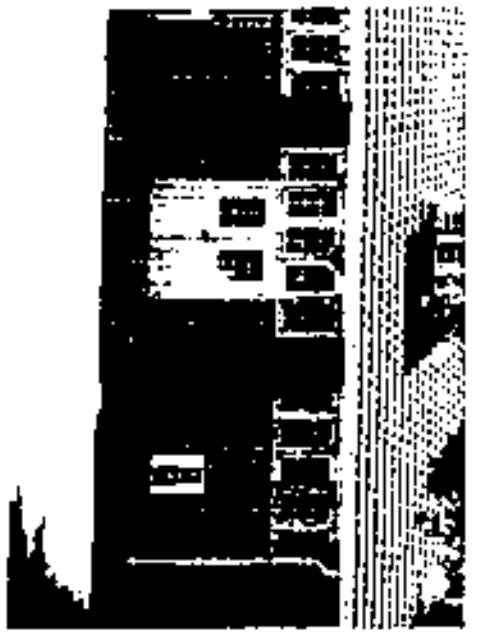
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© 2013 Aerial Imagery

Google Earth

Google Earth







9.

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Thursday, October 23, 2014 at 16:24



Companies and Intellectual Property Commission

A member of the SAG Group

COR14.3: Registration Certificate

Registration Number: 2014 / 211769 / 07
Enterprise Name: YES WE CAN SPORT AND JAZZ

ENTERPRISE INFORMATION

Registration Number: 2014 / 211769 / 07
Enterprise Name: YES WE CAN SPORT AND JAZZ
Registration Date: 23/10/2014
Business Start Date: 23/10/2014
Enterprise Type: Private Company
Enterprise Status: In Business
Financial Year End: November

TAX Number

Addresses

POSTAL ADDRESS

PO BOX 811
HOWARD PLACE
CAPE TOWN
WESTERN CAPE
7450

ADDRESS OF REGISTERED OFFICE

11 LINKS DRIVE
PINELANDS
CAPE TOWN
WESTERN CAPE
7405

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
SOLOMONS RODRIGUEZ PETER	Director	80796053082	0.00	0.00	23/10/2014	Postal: PO BOX 811, HOWARD PLACE, CAPE TOWN, WESTERN CAPE, 7450 Residential: 11 LINKS DRIVE, PINELANDS, CAPE TOWN, WESTERN CAPE, 7405
ISAACS ROBERT NOEL	Non Executive Director	8112005091083	0.00	0.00	23/10/2014	Postal: 43 ALMOND AVENUE, NEYLANDS, CAPE TOWN, WESTERN CAPE, 7700 Residential: 43 ALMOND AVENUE, NEYLANDS, CAPE TOWN, WESTERN CAPE, 7700
JONZEBMAN HILYNE WYTON	Non Executive Director	7808125254005	0.00	0.00	23/10/2014	Postal: 3 OREGAN OAK, OAK GLEN, BELLEVILLE, WESTERN CAPE, 7530 Residential: 3 OREGAN OAK, OAK GLEN, BELLEVILLE, WESTERN CAPE, 7530

Physical Address
the 88 Campus - Block F
77 Marjorie Street
Sutcliffe 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Doc ref: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 364 4000



for 1/1.

DIRIGESTREDE MOON-EN POSAONES

1. Beware de boeps van a DIRIGESTREDE MOON- EN POSAONES hi hwarde lading.

2. Inders hi ven aders hiwonderlic of haken bewonderhede van a budder aders, by: 2) zandwien aders -sommer, ena, winderlic, hie die wien NEMINGEENDE VAYALGESVYANKEGEBREK, and hi die lading wien hi die bewonderhede of, goud, wien die winderlic and hi hied of, wien of hied wien hi of, goud wien and hi die hwarde goud -dickwien by hi DEFRITLIDIT VAN BREVAYADGE SAZE.

REQUESTED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the post of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in the post.

2. If you have changed your address, or a part of your present address, a name of street and/or street number, etc., then please change the NOTICE OF CHANGE OF ADDRESS form in the packet at the back of the identity document and be sure to report the change and it may be forwarded to the nearest regional district office of the DEPARTMENT OF HOME AFFAIRS.

2

I. D. No. 630716 5253 08 2

IDENTIFICATION DOCUMENT

S. A. BUREAU S. A. CITTIZEN

WY/19/19/19
SOLOMONS

RODERICK PETER

CITIZENSHIP OF LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTELAND/
DATE OF BIRTH

1963-07-16

GATUK UTRABERIK
DATE ISSUED

2001-02-01

Uitgereyk op 1963 van die
oprekerie (S.A. BUREAU)
01/02/2001



PROVIDE AN APPROXIMATE OF THE
DISTRICT OR COUNTRY OF BIRTH
IN THE AFFAIRS

LEASE AGREEMENT

For Commercial Leases

For Official Use Only:

1. Where blank spaces are completed in handwritten notes, both parties need to initial next to it in recognition of the correctness thereof.
2. Where a paragraph is deleted and indicated as not applicable, both parties need to initial next to it.
3. The domicile address (clause 23) must be a physical address and not a postal address.

1. PARTIES

The Parties to this Lease are:

WESTERN CAPE GOVERNMENT

In its DEPARTMENT OF TRANSPORT AND PUBLIC WORKS

represented by MOGAMMAD SHAHEEN ADAMS in his capacity as ASSISTANT EXECUTIVE MANAGER: PROPERTY MANAGEMENT and duly authorised hereto.

(hereinafter referred to as "the Landlord")

And

THE YES WE CAN SPORT AND JAZZ FOUNDATION, NPC

1.2

(Registration No) 2014/211749/07

Represented by Advocate Roderick Peter Solomons as a Director and Founder who warrants that he is duly authorised thereto.

(hereinafter referred to as "the Tenant")

2. DEFINITIONS

- 2.1 "leased premises" means the premises as specified in clause 3.2 of this Agreement;
- 2.2 "property" means the property as specified in clause 3.1 of this Agreement;
- 2.3 "total lettable area" means the total area to be utilised by the tenant.
- 2.4 Expressions in the singular also denote the plural, and vice versa;

- 2.5 words and phrases denoting natural persons refer also to juristic persons and vice versa; and
- 2.6 pronoun of any gender include the corresponding pronoun of the other gender.

3. PROPERTY

- 3.1 The Landlord is the registered owner of the property described as: ("the property") ERF NO 26439, known as Valkenberg East Hospital, situated at Oude Molen Village, Alexander Road, Pinelands marked Annexure A.
- 3.2 The Landlord lets to the Tenant who hereby hires: Ground floor building and vacant land abutting the building as depicted on the plan marked as Annexure B. The building consists of the hall, kitchen area, court yard offices and also known as Block E, in extent approximately 835 m², situated on the property as described in Clause 3.1 (hereinafter referred to as the "leased premises and as indicated on the attached locality map marked Annexure B and hereby incorporated into this Agreement.

4. PERIOD

[Handwritten mark]

- 4.1 The Lease in terms of this written agreement shall commence on 1 September 2015 and shall terminate on ~~31 August 2016~~ ^{31 October 2016} notwithstanding the date of signature of this document or the date of occupation of the leased premises by the Tenant.
- 4.2 This Agreement may be terminated on 3 (three) month's notice in writing from either party to the other.

[Handwritten mark]

5. ENTITLEMENT TO RESILE

In accordance with the provisions of the proviso to Regulation 4(1) of the Regulations to the Western Cape Land Administration Act, No. 6 of 1998 ("the Act"), the Tenant hereby takes notice that:

- 5.1 The Provincial Cabinet, after consulting the Provincial Property Committee, appointed in terms of Regulation 3(1) to the Act, may resile from this Agreement within 21 (twenty one) days after the receipt of written representations received pursuant to Section 3(3) of the Act, or such longer period not exceeding 3 (three) months as the Provincial Cabinet may determine in writing prior to the expiry of that 21 (twenty one) day period; and

[Handwritten mark]

5.2 In the event of the Provincial Cabinet so resolving, the Tenant will have no right of recourse against the Landlord or any of its organs or functionaries, but if the Landlord intends to lease the Leased Premises for more than the rental specified in this Agreement within a period of 3 (three) months from the date when it resiled from this Agreement, the Landlord must first offer to lease the Leased Premises to the Tenant at that rental.

6. RENTAL

6.1 The rental amount to be paid by the Tenant to the Landlord, free from deduction and demand and free from Bank Exchange will be as follows:

PERIOD	MONTHLY RENTAL (R)	GROSS ANNUAL RENTAL (R)	ANNUAL ESCALATION ON ANNIVERSARY DATE
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It is hereby recorded that the Tenant shall take beneficial occupation of the leased premises on 1 August 2015 to 31 August 2015 in order to commence with the upgrading of the leased premises at an estimated cost of not less than R271,000.00 (Two hundred and seventy one thousand Rand). Schedule of Costs is attached as Annexure C.

- 6.2 All rent shall be payable monthly in advance without deduction or set-off on or before the first day of each month with effect from the commencement date.
- 6.3 All payments of rent shall be made free of commission or other deduction. Cheques must be made out to .
- 6.4 Until further written notice the rental must be paid to into the following account:

Name of Bank : FIRST NATIONAL BANK
 Name of Account : MUSTER PROPERTY SERVICES T/A QUAY PROPERTIES SERVICES (Pty) Ltd
 Account Type : Current

Account Number : 62440824507
Branch Name : Willowbridge
Branch Code : 250655
Ref. Number :

- 6.5 In the event of a dispute regarding payment, only the bank deposit receipts bearing the original and official stamp of the relevant financial institution will be accepted as proof of payment by the Landlord.
- 6.6 The Landlord will submit invoices to the Tenant for amounts due by the Tenant, but the failure of the Landlord to submit any such invoice will not excuse the Tenant from payment. Non-payment of any outstanding amount by the Tenant will constitute a breach of this Lease notwithstanding that an invoice was not submitted.
- 6.7 If the Tenant fails to make payment to the Landlord of any monies payable by him or her in terms of this Lease, then the Landlord may, without prejudice to and in addition to the other rights and remedies it may have, recover interest from the Tenant on the outstanding monies at the uniform interest rate applicable to debts published in the Government Gazette from time to time by the Minister of Finance in terms of Section 80 of the Public Finance Management Act, No. 1 of 1989.
- 6.8 Without prejudice to any rights and remedies of the Landlord and notwithstanding any legal rule to the contrary, payments, if made in terms of any instrument, other than cash, will only have been validly made when such instrument has been honoured.
- 6.9 The monthly rental shall escalate annually with N/A on the anniversary of the commencement date of this lease as stipulated in Clause 4.1.
- 6.10 The Tenant may not set-off monies owing to him by the Landlord in terms of this Agreement against any rental he is liable for.
- 6.11 Notwithstanding what is set out herein above, should the Tenant breach this lease by failing to make any rental payment timeously or by failing to pay any amount due in terms of this Lease Agreement, which may include but which will not necessarily be limited to the arrear water and electricity, the Landlord will be entitled, but not obliged, to cancel this lease forthwith and will be entitled on such cancellation to repossess the premises. The Landlord shall in any event and without any further notice be entitled to immediately claim and institute legal action for the recovery of any amount outstanding.

7. **LEASED PREMISES**

- 7.1 The Tenant confirms hereby that the leased premises have been physically identified to him or her.
- 7.2 The Tenant must satisfy himself that the leased premises are suitable for the purpose for which it is let and the Landlord gives no warranties or undertakings in this regard.
- 7.3 The Tenant must obtain all authorisations, licences and permits necessary to lawfully use the leased premises for the purposes for which it is leased to him and must provide proof to the Landlord of such authorisations, licences and permits within 7 (seven) days after the issuing thereof.
- 7.4 Failure to provide the Landlord with copies of the documentation as provided for in clause 7.3 will constitute a breach.
- 7.5 The Tenant will use the leased premises for the duration of the Lease exclusively of **OFFICE ACCOMMODATION / TRAINING FACILITIES / EDUCATION, CULTURAL SPORTING FACILITIES AND ENTREPRENEURIAL SKILLS DEVELOPMENT AND AS INDICATED ON THE EXTRACT OF THE BUSINESS PROPOSAL AS SUBMITTED AND ATTACHED AS ANNEXURE D. THE PREMISES SHALL NOT BE USED FOR RESIDENTIAL PURPOSES.**
- 7.6 The Tenant shall continue to utilise the leased premises exclusively for the purpose stipulated in Clause 7.5 above, unless it is authorised in writing by the Landlord to cease activities on the premises, for such a period or periods as may be determined by the Landlord.
- 7.7 The Tenant hereby recognises that the leased premises are let for commercial purposes as set out in clause 7.5 above only and that the Tenant or anyone else may not use the leased premises for residential or any other purposes other than that as stipulated in clause 7.5 above. The tenant shall obtain approval from the landlord, which approval shall not be unreasonably withheld, should the tenant wish to expand its activities.
- 7.8 If the Landlord finds any evidence on inspection of the leased premises that the Tenant uses or allows the leased premises to be used for residential or any other prohibited purposes, such conduct will constitute a breach.

- 7.9 The Tenant shall be liable for the repair, maintenance and replacement of the electrical wiring and equipment and other services necessary for the business to be conducted on the leased premises.
- 7.10 The Tenant shall be liable for the repair, maintenance and replacement of the plumbing and heating equipment on the leased premises by the Tenant.
- 7.11 The Tenant shall be liable for the repair, maintenance, damage to the leased premises, and the liability of the Tenant for the removal or destruction of the leased premises or for the use of the leased premises by the Tenant.
- 7.12 The Tenant shall be liable for the repair, maintenance and replacement of the leased premises for the use of the leased premises by the Tenant in connection with the conduct of the business.
- 7.13 The leased premises shall be used for the purpose of the business.

8. EXPENSES, RATES, FEES AND CHARGES PAYABLE BY THE TENANT

The Tenant shall be liable for the payment of all taxes, rates, fees and charges payable by the Tenant, including but not limited to, property taxes, water and sewer charges, and other charges of whatever nature, including but not limited to, charges for the use of the leased premises.

- 8.2 If the Tenant fails to pay the charges for any service as invoiced for on a monthly basis with regard to the leased premises within 7 (seven) days of due date, then, without prejudice to any other rights, the Landlord shall be entitled to terminate this Agreement.
- 8.3 Where any such charges are payable by the Tenant directly to the Authority concerned, the Tenant must furnish the Landlord with a copy of the receipt in respect of payments made for the charges.
- 8.4 Failure to pay amounts due to the said Authority or to submit proof of such payment to the Landlord will constitute a breach of which the Landlord will have the right to terminate this Agreement.
- 8.5 A certificate signed by any director, employee or official of the Landlord, stating the amount due by the Tenant and the due date for payment, shall be conclusive evidence of the amount and the due date for payment.
- 8.6 If at any time during the currency of this agreement the charges in respect of assessment rates and/or sewerage and/or refuse removal and/or tax charges, imposts or tax are increased, then with effect from the date upon which any such increases become effective, the tenant shall pay an additional amount which will be determined by the Landlord at the same ratio as the leased premises bears to the total lettable area of the property, which is described in clause 3.2 with regard to such increase.

9. **INSPECTIONS OF LEASED PREMISES BY LANDLORD AND TENANT**

- 9.1 At the expiry of the Lease, the Landlord and Tenant must arrange a joint inspection of the leased premises at a mutually convenient time to take place within a period of 3 (three) days prior to such expiration with a view to ascertaining that the premises is left by the Tenant in the condition that it was found at the commencement of the Lease.
- 9.2 Should the Tenant fail to respond to the Landlord's request for an inspection at the expiry or termination of the Lease, the Landlord shall inspect the property within 7 (seven) days from such date of expiry in order to assess any damage or loss, which occurred during the tenancy.



10. LANDLORD'S RIGHT OF ENTRY

The Tenant shall after reasonable notice by the Landlord allow free and unrestricted access to the Landlord's representatives to the leased premises. Such access to the Landlord's representatives must be at reasonable times.

11. CESSION, ASSIGNMENT, PLEDGE, SUB-LETTING

11.1 The Tenant shall not cede, assign or transfer this Lease nor shall he sublet, assign or part with possession of the leased premises or any part thereof without the consent of the Landlord in writing first being obtained. Such consent may not be unreasonably withheld. For purposes of this clause, the sale of shares in the Tenant's company or a sale of member's interests in the Tenant's close corporation (should either be applicable) shall be deemed to be a cession.

11.2 Should the Tenant sublet the premises without the Landlord's consent, the Landlord will be entitled to terminate the lease immediately without notice to the Tenant and evict the Tenant and any person occupying under him/her from the premises. The Landlord will furthermore be entitled to recover from the Tenant all rentals paid to the Tenant by any unauthorised sub-tenant.

11.3 The Landlord shall be entitled to sell its property and to cede, assign and make over unto and in favour of any person or corporate body, its right, title and interest in and to this Lease at any time during the currency of this Lease. In the event of such sale and cession, the Tenant shall not be entitled to terminate this Lease and the Tenant shall be obliged to perform and carry out all its obligations under and in terms of this Lease as if the cessionary were the original Landlord.

12. ADVERTISING AND SIGNS

12.1 The Tenant shall not be entitled to affix, paint, erect, install or display advertising or other signs (including neon signs) on the leased premises, without the Landlord's prior written consent.

12.2 When applying for such consent the Tenant shall submit to the Landlord in duplicate plans drawn to scale of each sign or advertisement together with all relevant information relating thereto including, inter alia, details of the size and depth of letters to be used, the materials to be used, and the method of manufacture, illumination and attachment to, or suspension from the leased premises or the building.

12.3 The Landlord shall have the right to refuse such consent should the Landlord deem in its sole discretion that any aspect of the sign or advertisement is not in keeping with the Landlord's signage requirements or with the general signage or aesthetics of the property or in the public interest.

12.4 In the event of such consent being granted, the Tenant -

12.4.1 shall keep and maintain any such signs in good, clean and proper working order and condition and comply with the requirements of any competent authority pertaining to such signs. Should the Tenant fail to do so the Landlord shall be entitled, after giving the Tenant 7 (seven) days written notice, to attend to the signs in such manner as the Landlord deems necessary and to recover the costs of so doing from the Tenant on demand.

12.4.2 hereby indemnifies the Landlord against all claims of whatsoever nature made against the Landlord as a result of the installation, erection or operation of such signs.

12.5 The Tenant shall, by not later than the expiry or earlier termination of this agreement, remove all signs affixed, painted, placed, displayed, erected or installed by it and make good at its own cost any damage caused as a result of such removal. Should the Tenant fail to so remove all signs or make good any such damage, the Landlord shall be entitled to do so and to recover the costs thereof from the Tenant on demand.

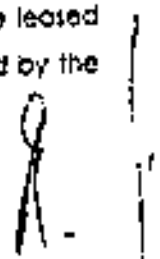
12.6 The Tenant shall not erect any posters, placards or notices on the leased premises, without the Landlord's prior written consent.

13. SUNDRY OBLIGATIONS, MAINTENANCE AND REPAIRS

13.1 Tenant's obligations:

13.1.1 The Tenant is obliged to maintain the leased premises in a clean and hygienic condition at its own cost to the satisfaction of the Landlord.

13.1.2 Appurtenance, fixtures and fittings provided by the Landlord on the leased premises form part of the leased premises and may not be removed by the Tenant.



- 13.1.3 The Tenant shall not place or leave any article or other thing in any common part of the property so as to cause a nuisance or obstruction to any other person.
- 13.1.4 The Tenant shall not contravene any provisions of the conditions of lease of the property.
- 13.1.5 The Tenant shall not cause or commit any nuisance on the property or cause any annoyance.
- 13.1.6 The Tenant shall not leave refuse or allow it to accumulate in or about the property, except in the provided refuse bins.
- 13.1.7 The Tenant shall deliver on the expiry date of the contract or on earlier termination of this agreement the leased premises to the Landlord in the same good order and condition as it received the leased premises at the commencement date of this Agreement.
- 13.1.8 The Landlord reserves the right to install/construct power, water, sewerage, telephone lines and other services/installations on and across the leased premises and the Tenant shall be obliged to adjust at own cost to such public services installations which are provided or altered.
- 13.1.9 The Tenant shall take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the property.
- 13.1.10 The Tenant may apply in writing for the construction of essential services such as water, sewerage or power cables across adjoining State land to the leased premises. The Landlord shall, however, not accept liability for the cost of maintenance of such services. The Tenant shall comply with all conditions, which are imposed in connection with such services and shall properly maintain such services at her own cost and shall alter, accept or totally remove such services should the Landlord so require.
- 13.1.11 The Tenant shall vacate the leased premises and remove all its equipment and machinery, fitter, rubbish or any other material and return the leased premises to the Landlord in good order.

13.1.12 The Tenant shall be responsible for the maintenance of the leased premises and all parts thereof other than those, which are the responsibility of the Landlord or the local authority. The Tenant shall be responsible for the cleaning of the premises and upgrading of the infrastructure of the premises at his/her cost.

13.2 Should the Tenant fail to carry out any of its obligations under this Agreement with regard to clauses 13.1.1 – 13.1.12, the Landlord shall be entitled, without prejudice to any of its other rights or remedies, to effect the required action and to recover the cost thereof from the Tenant on demand.

13.3 Landlord's responsibilities:

13.3.1 The representative of the Landlord will inspect the leased premises after giving reasonable notice to the Tenant during the term of the Lease and if not satisfied with the condition of the leased premises, will advise the Tenant in writing to reinstate the leased premises within 30 (thirty) days of the date of the notice.

13.3.2 The Landlord shall be responsible for the replacement, if necessary, of sewerage and water pipes and electrical connections outside the leased premises if said maintenance and replacement is not the responsibility of the local authority, subject to compliance with the Tenant's responsibilities in terms of clause 13.1.9. If any evidence is found of the non-compliance of the Tenant to clause 13.1.9, the Tenant will be responsible for all such costs.

13.4 The Landlord shall not, however, be in breach of clause 13.3 insofar as any of its obligations there under cannot be fulfilled by reason of any vis major or acts or omissions over which the Landlord does not have direct control or authority, and in instances where the Landlord is in breach of clause 13.3, the Tenant's only remedy against the Landlord shall be a right of action for specific performance.

14. ALTERATIONS AND IMPROVEMENTS

14.1 If the Tenant wishes to place or erect advertisements or signs on the premises, the prior written approval of the Landlord must first be obtained.



- 14.2 If the Tenant wishes to erect temporary structures on the leased premises for the purpose of conducting its business, the prior written approval of the Landlord must first be obtained.
- 14.3 If the Tenant erects temporary structures, on the leased premises without the prior written approval of the Landlord, the Tenant shall, if so required in writing by the Landlord, restore the leased premises to its former condition.
- 14.4 The Tenant shall, if approval was granted by the Landlord, for the erection of temporary structures, remove such structures at the expiry of this Lease Agreement and restore the property to its original condition.
- 14.5 The Tenant shall not have any claim against the Landlord for compensation for any improvement to the leased premises, as the Landlord will acquire ownership over such improvements.
- 14.6 Any improvements agreed to by the Landlord must be effected before the expiry of the term of the Lease. The Tenant shall have no right of retention in respect of any improvements as indicated in Annexure C.

15. NON-WAIVER

- 15.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 15.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

16. EXCLUSION OF LANDLORD FROM CERTAIN LIABILITY AND INDEMNITY

- 16.1 The Landlord shall not be liable to the Tenant, its agents, representatives, contractors or any of its employees or patrons for any loss or damage to movable property or other interests of the Tenant or such other person upon the leased premises or property.

whether such loss or damage is caused by negligence of the Landlord or the negligence of persons for which the Landlord is vicariously liable in law.

16.2 The Tenant shall have no claim for damages against the Landlord and may not withhold or delay any payment due to the Landlord by reason directly or indirectly of -

16.2.1 a breach by the Landlord of any of its obligations under this Agreement;

16.2.2 the condition or state of repairs at any time of the leased premises

16.2.3 any act or omission of the Landlord or any agent or servant of, or contractor for, the Landlord, whether or not negligent, wilfully wrongful, otherwise actionable at law.

16.2.4 any interruption of, or interference with, the enjoyment or beneficial occupation of the premises caused by any works to the Property, whether by the Landlord or by anybody else.

17. REDEVELOPMENT

The Landlord may cancel this Agreement without the payment of any compensation to the Tenant, on 3 (Three) months written notice to the Tenant, if the Landlord wants to redevelop the leased premises or property.

18. TERMINATION AND BREACH OF CONTRACT

18.1 The Landlord may terminate or suspend this Agreement without prior notification in the event of a national or provincial emergency.

18.2 The decision of the Provincial Cabinet of the Western Cape Government with regard to the interpretation of the concept "national emergency" and "provincial emergency" shall be conclusive and final.

18.3 In the event that the Landlord should exercise the right reserved, the Tenant shall not be entitled to any compensation.



19. BREACH OF CONTRACT

19.1 Should the Tenant fail to comply with any or all of the terms or conditions contained in this Lease, the Landlord shall send a notice of breach to the Tenant by registered mail.

19.2 A notice of breach shall -

- i) indicate clearly the nature and extent of such breach; and
- ii) contain a demand that the Tenant remedies the breach within 14 (fourteen) days of receiving such notice.

19.3 If such breach is not remedied by the date and to the extent, as stipulated in the notice of breach, the Landlord may immediately, without prejudice to any of its other rights under this Agreement or common law -

- i) cancel the Agreement and claim damages;
- ii) claim specific performance and damages; or
- iii) avail itself of any other remedy that is legally available upon breach of contract.

19.4 In the event of the Landlord having canceled this Lease justifiably, but the Tenant remaining in occupation of the property, with or without disputing the cancellation, and continuing to tender payments of the rent and any other amounts which would have been payable to the Landlord but for the cancellation, the Landlord may accept such payments without prejudice and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Landlord by reason of the unlawful holding over on the part of the Tenant.

20. DAMAGE OR DESTRUCTION

20.1 The Landlord may cancel this Lease if

20.1.1 the leased premises are destroyed or damaged to such an extent as to be substantially untenable; or

20.1.2 if the Tenant can only partially use the premises for its intended purpose, the Tenant shall be entitled to a remission of rental and costs for the period during which and to the extent to which it is deprived of beneficial occupation and

enjoyment of the leased premises, provided that such use was not occasioned by any act or omission by the Tenant, its agents, representatives, contractors, employees or patrons.

20.2 The cancellation under clause 20.1 shall be by written notice given by the Landlord within 60 (sixty) days of the taking place of the event causing such cancellation.

21. RIGHT OF WAY

The Landlord shall not guarantee to the Tenant any right of way from or to the leased premises across any other property. This Lease shall not impose any obligation on the Local Authority to provide an access road to the leased premises.

22. COMPANIES OR CLOSE CORPORATIONS

Should the Tenant be a company or a close corporation and it proposed that the interest of its members will change so that the members who held contracting interest when the Agreement was entered into will no longer do so, the consent of the Landlord to the proposed change shall be obtained beforehand in writing after due notice of the proposed change has been given to the Landlord, which consent will not be unreasonably withheld, provided that the Broad Based Black Empowerment status of the Tenant does not decrease.

23. DOMICILIUM CITANDI ET EXECUTANDI

23.1 The parties nominate as their *domicilium citandi et executandi* for the purposes of this Agreement and for the serving of legal documents and notices the following street addresses:

Landlord:
Department of Transport and Public Works
C/O Quay Properties Services CC
5 Bordeaux Close
La Rochette
Belville
7530



Tenant:
(insert physical address)

11 Unko Drive
Pinelands
Cape Town
7405

23.2 Any notice given by either party to the other ("the addressee") which -

- i) is delivered by hand during the normal business hours of the addressee at the addressee's domicile shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.
- ii) is posted by prepaid post from an address within the Republic of South Africa to the addressee at the addressee's domicile shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee after 10 (ten) days of the date of posting.

23.3 The Tenant shall notify the Landlord in writing within 14 (fourteen) days should the address mentioned in Clause 23.1 change during the term of the Lease.

24. GENERAL CLAUSES

- 24.1 This Agreement constitutes the entire agreement between the parties and supersedes any other Agreements previously concluded.
- 24.2 If any provision of this Agreement is or becomes illegal, void or invalid, it shall not affect the legality and enforceability of its other provisions.
- 24.3 No amendment or variation of this Agreement (including this clause), no consensual cancellation thereof, and no waiver of any of the Landlord's rights are binding on the parties unless expressly contained in a written document signed by both parties.
- 24.4 The Landlord will not be bound by any representation or warranty not expressly recorded in this Agreement.

- 24.5 No act of relaxation or indulgence or extension of time by the Landlord shall in any way be deemed to be a waiver of any of its rights in terms of this Lease.
- 24.6 In the event of the Landlord having to take legal proceedings or institute legal action against the Tenant arising from this Lease or the occupation by the Tenant of the premises, the Tenant shall be liable for and shall pay on demand in addition to the interest, all legal costs incurred, on an Attorney and own client basis, including collection charges and tracing agent's charges at the prevailing rate.
- 24.7 ~~If the Tenant is a company, close corporation or trust, members, directors or trustees of the same may be, will become bound to the Landlord in writing on the terms of the signed document (Annexure "D") annexed to this Agreement of surety and co-principal debtor for all the obligations of the Tenant to the Landlord under this Agreement or will do those arising in consequence of any termination thereof.~~
- 24.8 The Tenant will not be allowed to sublet assign or cede the lease, of the property within the lease period if empowerment benefits have been applied.

25. **TRUSTEE**

- 25.1 It is hereby agreed that where this Lease has been signed by a Trustee for a company or close corporation formed or to be formed, such Trustee undertakes that such company or close corporation will be formed within 60 (sixty) days of the signature of this Lease and should such company or close corporation not be formed within such period, or having been formed, fail to ratify and adopt this Lease within 7 (seven) days of the forming of such entity, the said Trustee, in his or her personal capacity, will be bound by all the terms and conditions of this Agreement as if he or she had entered into it in his or her own name



5.2 A resolution by the company or close corporation ratifying and adopting this Lease must be provided to the Landlord within 7 (seven) days after the ratification and adoption of this Lease.

THIS DONE AND SIGNED at Richards on this 5th day of June ~~2014~~ 2015

TENANT
(duly authorised to enter into this Agreement)

AS WITNESS:

- 1.
2. _____

US DONE AND SIGNED at _____ on this _____ day of _____ ~~2014~~ 2015

LANDLORD
(duly authorised to enter into this Agreement)

AS WITNESS:

1. _____
2. _____

Annex B

pad

Directions

Alexandra Hospital

5:30 PM

X

Share

20% ID



A

Pod

Directions

alexandra hospital

6:00 PM

Shang

43%



List Results

1

✓ YES

Hereby, I indicate my support for the Yes We Can Sport & Jazz foundation's on-site consumption liquor license application for their jazz/music and market events at their premises at Oude Molen Eco Village.

Name	Address	Phone number	Signature
Mark McKeown	Battery Buzz Oude Molen Eco Village	001-486-9900	[Signature]
Juma	Juma Diggins	0933673530	[Signature]
K. LUGHDEY	the school the main Oude Molen E.C. Village	073126483	[Signature]
K Mansfield	Oude Molen Eco Village	093-411160	[Signature]
opn. Spoken to the Ward Councillor - Brian Waltham who indicated that he would support the application once he gets called by the Liquor Authorities			
P.J. van Nier	Russouw Spectrees	021-4480576	[Signature]
Jeth	B2 ALEXANDRA Rd. Oude Molen Village	074 221372	[Signature]

I confirm that the above are true signatures

[Signature]

Adv. Rod Solomons (Executive Director) of the applicant

Date: 28-07-2016

* Ensurance of security and cleaning up ~~the~~ after events.

History
Statement

Account number 07-108-935-7
 Statement period 30 September 2016 to 30 September 2016
 Customer Contact Centre 0860 123 000
 Date 10 October 2016
 Time 09:09

Account Identification

Selection Criteria

Name of account: YES WE CAN SPORT AND
 Account number: 07-108-935-7
 Data range: 2016-09-30 to 2016-09-30

Tran. Date CCYY-MM-DD	Transaction Description/Narrative	Transaction Amount	ELECTRONIC TRANSFERS
2016-09-30	00000083 IB PAYMENT TO NL MATISO 019460935	R 1,350.00-	
2016-09-30	00000083 IB PAYMENT TO SHANE SOLOMONS 019460935	R 3,000.00-	
2016-09-30	00000083 IB PAYMENT TO WESTERN CAPE LIQUOR 019460935	R 1,250.00-	
ELECTRONIC TRANSFERS SUB-TOTAL		R 5,600.00-	

These fees are inclusive of VAT at 14%

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