

MEMORANDUM OF AGREEMENT

Between Shane Cunningham

herein representing, and duly authorised thereto, on behalf of

Tsi Angling Forum

(hereinafter called the organisation)

Address: .....

83 Kanarie Str

Uitkyk

Kareedouw 6400

Telephone: 082 7451061

and

.....

the responsible person in terms of the Regulation of Gatherings Act No. 205 of 1993

(hereinafter called the Act)

Address: .....

.....

.....

.....

Telephone: .....

1. Memorandum of the agreed basis on which provision is granted for the march(es) and gathering(s) (hereinafter called the "event") which is scheduled to take place on 14 November 2015 at Tsi Nat Park and along the following route From N2 turn off onto the road to Tsi Nat Park Main gate through gate to the office of Park Manager  
 The time of the event be restricted between the hours of 10 h 00 and 14 h 00
2. The agreement constitutes a mutual gesture of goodwill and co-operation with regard to the event and is subject to any constraints or conditions imposed by operation of law or by order of a competent Court of Law.
3. The democratic right of individuals to assemble and to convey their views peacefully is acknowledged. The parties to this agreement, however, agree that the exercise of this right must be conducted in such a manner that infringement on the rights of others, not participating in the event, are kept to the minimum. The parties take note that where life and property are threatened, the Police Services have a duty to act and that they bear the ultimate responsibility for protecting life and property and the maintenance of law and order.
4. The parties hereby acknowledge that they are aware of the contents of the Regulations of Gatherings Act, 205 of 1993 which applies to the intended event.
5. **Marshals**  
 The organisation will ensure sufficient and effective marshalling for crowd control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd of 500 participants will thus necessitate at least 10 marshals.

Receiver of the memorandum  
 Point of receiving

- The organisation will ensure that marshals are in attendance at the starting point of the march and that they remain on duty until the crowd is fully dispersed;
- It is agreed that all marshals will be identified as follows:  
*Armband marked "Marshal"*  
 .....  
 .....
- The organisation shall ensure that all marshals be informed and endeavour to inform participants of the contents of this agreement and the permission of the responsible person;
- The marshals shall ensure that no entrance to any building or premises shall be barred by participants so as to deny the public access to the said building or premises;
- The organisation shall take all reasonable steps to ensure that all marshals of the event and participants in the event are informed timeously and properly of the conditions to which the holding of the event is subject and specifically of the joint and several liability for damages imposed by the Act;
- The marshals shall ensure that all instructions of traffic officers be strictly adhered to at all times;
- The marshals shall ensure that the procession do not stop in any road intersection along the route and any inconvenience caused to persons (including motorists) not participating in the procession being kept to a minimum;
- The marshals shall ensure that the participants in the procession only utilise the extreme left hand side of the roadway along the route and allow enough room for vehicles travelling in the same direction to pass.

6. **Speeches or other Acts Inciting Hate or Violence**



No person present at or participants in the event shall by way of a banner, placard, speech or singing incite hatred or fear of other groups based on differences in culture, race, gender, language or religion, or utter threats of violence against any person or group or perform any other act or utter words calculated to cause, encourage or foment feelings of hostility between different groups or sections of the population of the Republic.

7. **Transport Arrangements**

The organisation undertakes that it will make proper and adequate transport available to participants and marshals to and from the event and confirms hereby that at least .....5..... busses and/or .....20..... taxi busses will be available for the purpose of transporting same at the place where the participants are intended to disperse.

8. **Communication Equipment**

In order to ensure proper crowd control, the organisation will arrange for the following communication equipment to be available:

- [.....] Loudhailers
- [.....] Two-way radios (walkie talkies)

9. **Toilet Facilities, Water Points and First Aid Stations**

It is agreed that the anticipated crowd necessitates the following to be made available:

- [.....] temporary toilets to be supplied by .....
- [.....] water points to be supplied by .....
- [.....] first aid stations to be supplied and manned by .....

10. **Dangerous Weapons, Fire Arms and Replicas thereof**



- 10.1 The organisation undertakes to ensure that the participants at the event will not be in possession of any dangerous weapons, firearms and/or replicas thereof during the event.
- 10.2 In order to enforce this undertaking, marshals will search for weapons at assembly and entry points and take all reasonable steps to ensure compliance with existing legislation.
- 10.3 If practical in the circumstances, the South African Police Services will disarm participants in the event and the organisation and marshals shall render all assistance necessary in this regard.
- 10.4 The full names, addresses and particulars of firearm licences of those persons acting as bodyguards will be supplied to the local station commander of the South African Police Services not less than 24 hours before the intended event and he will issue an appropriate certificate in this regard.
- 10.5 It is hereby agreed that bona fide bodyguards who will render security services at the event will number ..... N/A .....

11. **Wearing of Disguises**

The wearing of disguises and especially balaclavas or other face coverings by participants at the scheduled event will not be permitted and organisations, as well as marshals, will enforce this arrangement.

12. **Apparel**

No person shall at any event wear any for of apparel that resembles any of the uniforms worn by members of the security forces, including the Police Services and the South African Defence Force.

13. **Break-away Groups**

The organiser(s) and appointed marshals will contain the crowd and will take all reasonable steps to ensure that part of the participants do not break away from the main crowd.

14. **Non-Participants**

14.1 The organiser(s) and marshals will take all reasonable steps to ensure that non-participants do not join the event. Such people must be excluded from the event by marshals, if necessary in consultation with the Police Services.

14.2 No person shall, in any manner whatsoever, either before or during the event compel or attempt to compel any person to attend, join or participate in the event and the organiser and marshals, if any, shall take all reasonable steps to prevent any person from being so compelled.

15. **Accountability for Damage**

The organiser(s) of the event acknowledge that it and its conveners and every person participating in the event will be jointly and severally liable for any damages caused by, and resulting from the event in terms of Section 11 of the Act.

16. **Joint Operational Centre**

The parties agree to establish a "Joint Operational Centre" (JOC) at .....  
The purpose of this JOC will be to co-ordinate the control of the following event and to prevent any violence and destruction. The JOC will be manned by representatives of the following organisations from .....  
.....

17. Contact Persons

The organisation has appointed Shame Cunningham  
and Henrico Bruiners  
respectively to be the Convener and Deputy Convener of this event and they shall both  
at all times be present and act as contact persons during the event and the said  
conveners by appointing their signatures hereto acknowledge that they are responsible  
for ensuring compliance by the Organisation with all the terms and conditions hereof.

18. Whole Agreement

The parties hereto agree that this agreement contains the full content of their  
negotiations and that no further terms or conditions have been agreed upon other than  
as contained herein. Further, the parties acknowledge that no misrepresentations,  
warranties, undertakings of the like other than what is contained in this agreement,  
have caused them to enter herein.

The parties hereto agree that any variations or amendments to this agreement shall  
only be valid and binding in the event of such variation or amendment being reduced  
to writing and signed on behalf of both parties.

Signed at Kareedouw on this 27 day of October 2015

.....  
Witness

.....  
On behalf of Organiser

.....  
Witness

.....  
Responsible Person

[Signature]  
Deputy Convener

[Signature]  
Convener

## MEMORANDUM OF AGREEMENT

Between WILLIAM PHAKAMILE YA-TIMPI

herein representing, and duly authorised thereto, on behalf of

TSITSIKAMMA AMAMFENGU COMMUNITY

(hereinafter called the organisation)

Address: FARM 788/6

DURISKAAL AREA

TSITSIKAMMA

6302

Telephone: 078 398 0455

and

THOBILE MAKAMBA

the responsible person in terms of the Regulation of Gatherings Act No. 205 of 1993

(hereinafter called the Act)

Address: 5 KEET STREET

KAREEDUW

6400

Telephone: 042 288 7200



1. Memorandum of the agreed basis on which provision is granted for the march(es) and gathering(s) (hereinafter called the "event") which is scheduled to take place on 19 NOVEMBER at 10:30

and along the following route .....  
FROM RIOZ TAKING THE TURN TO  
WITTEKLEIBOSCH UNTIL THE LEFT HAND  
SIDEWAY JUNCTION TO WITTEKLEIBOSCH  
COMMUNITY HALL

The time of the event be restricted between the hours of 10:30  
 and 12 H00

2. The agreement constitutes a mutual gesture of goodwill and co-operation with regard to the event and is subject to any constraints or conditions imposed by operation of law or by order of a competent Court of Law.
3. The democratic right of individuals to assemble and to convey their views peacefully is acknowledged. The parties to this agreement, however, agree that the exercise of this right must be conducted in such a manner that infringement on the rights of others, not participating in the event, are kept to the minimum. The parties take note that where life and property are threatened, the Police Services have a duty to act and that they bear the ultimate responsibility for protecting life and property and the maintenance of law and order.
4. The parties hereby acknowledge that they are aware of the contents of the Regulations of Gatherings Act, 205 of 1993 which applies to the intended event.

5. **Marshals**

The organisation will ensure sufficient and effective marshalling for crowd control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd of 500 participants will thus necessitate at least 50 marshals.

- The organisation will ensure that marshals are in attendance at the starting point of the march and that they remain on duty until the crowd is fully dispersed;
- It is agreed that all marshals will be identified as follows:  
RED T-SHIRTS WITH THE FOLLOWING WORDS  
TOP FRONT AND BACK: CPA
- The organisation shall ensure that all marshals be informed and endeavour to inform participants of the contents of this agreement and the permission of the responsible person;
- The marshals shall ensure that no entrance to any building or premises shall be barred by participants so as to deny the public access to the said building or premises;
- The organisation shall take all reasonable steps to ensure that all marshals of the event and participants in the event are informed timeously and properly of the conditions to which the holding of the event is subject and specifically of the joint and several liability for damages imposed by the Act;
- The marshals shall ensure that all instructions of traffic officers be strictly adhered to at all times;
- The marshals shall ensure that the procession do not stop in any road traffic intersection along the route and any inconvenience caused to persons (including motorists) not participating in the procession being kept to a minimum;
- The marshals shall ensure that the participants in the procession only utilise the extreme left hand side of the roadway along the route and allow enough room for vehicles travelling in the same direction to pass.

6. Speeches or other Acts Inciting Hate or Violence

No person present at or participants in the event shall by way of a banner, placard, speech or singing incite hatred or fear of other groups based on differences in culture, race, gender, language or religion, or utter threats of violence against any person or group or perform any other act or utter words calculated to cause, encourage or foment feelings of hostility between different groups or sections of the population of the Republic.

7. **Transport Arrangements**

The organisation undertakes that it will make proper and adequate transport available to participants and marshals to and from the event and confirms hereby that at least .....<sup>4</sup>..... busses and/or .....<sup>5</sup> LDV'S..... taxi busses will be available for the purpose of transporting same at the place where the participants are intended to disperse.

8. **Communication Equipment**

In order to ensure proper crowd control, the organisation will arrange for the following communication equipment to be available:

- [.....<sup>1</sup>.....] Loudhailers
- [.....<sup>NA</sup>.....] Two-way radios (walkie talkies)

9. **Toilet Facilities, Water Points and First Aid Stations**

It is agreed that the anticipated crowd necessitates the following to be made available:

- [.....] temporary toilets to be supplied by .....
- [.....] water points to be supplied by .....
- [.....] first aid stations to be supplied and manned by .....

10. **Dangerous Weapons, Fire Arms and Replicas thereof**

- 10.1 The organisation undertakes to ensure that the participants at the event will not be in possession of any dangerous weapons, firearms and/or replicas thereof during the event.
- 10.2 In order to enforce this undertaking, marshals will search for weapons at assembly and entry points and take all reasonable steps to ensure compliance with existing legislation.
- 10.3 If practical in the circumstances, the South African Police Services will disarm participants in the event and the organisation and marshals shall render all assistance necessary in this regard.
- 10.4 The full names, addresses and particulars of firearm licences of those persons acting as bodyguards will be supplied to the local station commander of the South African Police Services not less than 24 hours before the intended event and he will issue an appropriate certificate in this regard.
- 10.5 It is hereby agreed that bona fide bodyguards who will render security services at the event will number .....

11. **Wearing of Disguises**

The wearing of disguises and especially balaclavas or other face coverings by participants at the scheduled event will not be permitted and organisations, as well as marshals, will enforce this arrangement.

12. **Apparel**

No person shall at any event wear any for of apparel that resembles any of the uniforms worn by members of the security forces, including the Police Services and the South African Defence Force.

13. **Break-away Groups**

The organiser(s) and appointed marshals will contain the crowd and will take all reasonable steps to ensure that part of the participants do not break away from the main crowd.

14. **Non-Participants**

14.1 The organiser(s) and marshals will take all reasonable steps to ensure that non-participants do not join the event. Such people must be excluded from the event by marshals, if necessary in consultation with the Police Services.

14.2 No person shall, in any manner whatsoever, either before or during the event compel or attempt to compel any person to attend, join or participate in the event and the organiser and marshals, if any, shall take all reasonable steps to prevent any person from being so compelled.

15. **Accountability for Damage**

The organiser(s) of the event acknowledge that it and its conveners and every person participating in the event will be jointly and severely liable for any damages caused by, and resulting from the event in terms of Section 11 of the Act.

16. **Joint Operational Centre**

The parties agree to establish a "Joint Operational Centre" (JOC) at .....

The purpose of this JOC will be to co-ordinate the control of the following event and to prevent any violence and destruction. The JOC will be manned by representatives of the following organisations from .....  
.....

17. Contact Persons

The organisation has appointed PHAKAMILE WILLIAM XAMIMPI 0783580455  
and ZAMILE SWEPU  
respectively to be the Convener and Deputy Convener of this event and they shall both  
at all times be present and act as contact persons during the event and the said  
conveners by appointing their signatures hereto acknowledge that they are responsible  
for ensuring compliance by the Organisation with all the terms and conditions hereof.

18. Whole Agreement

The parties hereto agree that this agreement contains the full content of their  
negotiations and that no further terms or conditions have been agreed upon other than  
as contained herein. Further, the parties acknowledge that no misrepresentations,  
warranties, undertakings of the like other than what is contained in this agreement,  
have caused them to enter herein.

The parties hereto agree that any variations or amendments to this agreement shall  
only be valid and binding in the event of such variation or amendment being reduced  
to writing and signed on behalf of both parties.

Signed at ..... on this .....day of .....20

.....  
Witness

.....  
On behalf of Organiser

.....  
Witness

.....  
Responsible Person

.....  
Deputy Convener

.....  
Convener

17/3/15/1

MEMORANDUM OF AGREEMENT

Between CWA READERS  
herein representing, and duly authorised thereto, on behalf of

Democratic Alliance  
(hereinafter called the organisation)

Address: DA Office  
Church Street  
Korcedouw

Telephone: 032 5612105

and

Mr. Makamba Koukamma Municipality  
the responsible person in terms of the Regulation of Gatherings Act No. 205 of 1993  
(hereinafter called the Act)

Address: Keet Street  
Korcedouw

Telephone: 042 2887200

Koukamma Municipality  
**RECEIVED**  
25 JUL 2016  
Koukamma Registry Office

*[Handwritten signatures]*

1. Memorandum of the agreed basis on which provision is granted for the march(es) and gathering(s) (hereinafter called the "event") which is scheduled to take place on

2016.07.30 at ~~the~~ MISCANA - TO CONSTRUCTION  
KEUKAMMA ROAD

and along the following route, MISCANA ROAD - LUTHERVILLE - KANKER, JUBILANTOWN, RAJANUR, TRENKLETT - KANAKKUR AND SURATHANUR, TANDIYAR - RAJANUR ROAD - LAKKON - ROAD TO MANDAMMAS - ANUPPAMULAKKUN - VILANGI - N2 - STERIL RIVER TO ~~LAST~~ CONSTRUCTION

The time of the event be restricted between the hours of 07:00 and 12:00

2. The agreement constitutes a mutual gesture of goodwill and co-operation with regard to the event and is subject to any constraints or conditions imposed by operation of law or by order of a competent Court of Law.

3. The democratic right of individuals to assemble and to convey their views peacefully is acknowledged. The parties to this agreement, however, agree that the exercise of this right must be conducted in such a manner that infringement on the rights of others, not participating in the event, are kept to the minimum. The parties take note that where life and property are threatened, the Police Services have a duty to act and that they bear the ultimate responsibility for protecting life and property and the maintenance of law and order.

4. The parties hereby acknowledge that they are aware of the contents of the Regulations of Gatherings Act, 205 of 1993 which applies to the intended event.

5. Marshals

The organisation will ensure sufficient and effective marshalling for crowd control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd of 150 participants will thus necessitate at least 15 marshals.

*[Handwritten signatures and initials on the left side of the page]*

*[Handwritten signatures and initials at the bottom right of the page]*



- The organisation will ensure that marshals are in attendance at the starting point of the march and that they remain on duty until the crowd is fully dispersed;
- It is agreed that all marshals will be identified as follows:  
*Yellow Ribbon Women*  
 .....  
 .....
- The organisation shall ensure that all marshals be informed and endeavour to inform participants of the contents of this agreement and the permission of the responsible person;
- The marshals shall ensure that no entrance to any building or premises shall be barred by participants so as to deny the public access to the said building or premises;
- The organisation shall take all reasonable steps to ensure that all marshals of the event and participants in the event are informed timeously and properly of the conditions to which the holding of the event is subject and specifically of the joint and several liability for damages imposed by the Act;
- The marshals shall ensure that all instructions of traffic officers be strictly adhered to at all times;
- The marshals shall ensure that the procession do not stop in any robot control intersection along the route and any inconvenience caused to persons (including motorists) not participating in the procession being kept to a minimum;
- The marshals shall ensure that the participants in the procession only utilise the extreme left hand side of the roadway along the route and allow enough room for vehicles travelling in the same direction to pass.

6. **Speeches or other Acts Inciting Hate or Violence**

No person present at or participants in the event shall by way of a banner, placard, speech or singing incite hatred or fear of other groups based on differences in culture, race, gender, language or religion, or utter threats of violence against any person or group or perform any other act or utter words calculated to cause, encourage or foment feelings of hostility between different groups or sections of the population of the Republic.

Handwritten signatures and initials, including a large circular scribble and several smaller marks.

7. **Transport Arrangements**

The organisation undertakes that it will make proper and adequate transport available to participants and marshals to and from the event and confirms hereby that at least .....2..... busses and/or .....24/1/1/ taxi busses will be available for the purpose of transporting same at the place where the participants are intended to disperse.

8. **Communication Equipment**

In order to ensure proper crowd control, the organisation will arrange for the following communication equipment to be available:

- [...2...] Loudhailers
- [...3...] Two-way radios (walkie talkies)

9. **Toilet Facilities, Water Points and First Aid Stations**

It is agreed that the anticipated crowd necessitates the following to be made available:

- [.....] temporary toilets to be supplied by .....
- [.....] water points to be supplied by .....
- [.....] first aid stations to be supplied and manned by .....

*(Handwritten scribbles)*

*(Large diagonal line with handwritten scribbles and signatures)*

*(Handwritten signatures and scribbles)*

10. Dangerous Weapons, Fire Arms and Replicas thereof

10.1 The organisation undertakes to ensure that the participants at the event will not be in possession of any dangerous weapons, firearms and/or replicas thereof during the event.

10.2 In order to enforce this undertaking, marshals will search for weapons at assembly and entry points and take all reasonable steps to ensure compliance with existing legislation.

10.3 If practical in the circumstances, the South African Police Services will disarm participants in the event and the organisation and marshals shall render all assistance necessary in this regard.

10.4 The full names, addresses and particulars of firearm licences of those persons acting as bodyguards will be supplied to the local station commander of the South African Police Services not less than 24 hours before the intended event and he will issue an appropriate certificate in this regard.

10.5 It is hereby agreed that bona fide bodyguards who will render security services at the event will number ..... NA .....

11. Wearing of Disguises

The wearing of disguises and especially balaclavas or other face coverings by participants at the scheduled event will not be permitted and organisations, as well as marshals, will enforce this arrangement.

12. Apparel

No person shall at any event wear any for of apparel that resembles any of the uniforms worn by members of the security forces, including the Police Services and the South African Defence Force.

13. Break-away Groups

The organiser(s) and appointed marshals will contain the crowd and will take all reasonable steps to ensure that part of the participants do not break away from the main crowd.

14. Non-Participants

14.1 The organiser(s) and marshals will take all reasonable steps to ensure that non-participants do not join the event. Such people must be excluded from the event by marshals, if necessary in consultation with the Police Services.

*Vehicle's and participants will join at every location as the procession move from Misund to Street corner*

14.2 No person shall, in any manner whatsoever, either before or during the event compel or attempt to compel any person to attend, join or participate in the event and the organiser and marshals, if any, shall take all reasonable steps to prevent any person from being so compelled.

15. Accountability for Damage

The organiser(s) of the event acknowledge that it and its conveners and every person participating in the event will be jointly and severely liable for any damages caused by, and resulting from the event in terms of Section 11 of the Act.

16. Joint Operational Centre

The parties agree to establish a "Joint Operational Centre" (JOC) at .....

The purpose of this JOC will be to co-ordinate the control of the following event and to prevent any violence and destruction. The JOC will be manned by representatives of the following organisations from ..... *SAPS - Section 19 / 140000* .....

..... *Blumsville* .....

*[Handwritten signatures and scribbles]*

*[Handwritten signatures and scribbles]*

17. Contact Persons

The organisation has appointed CINA Reenders  
and Francois Strydom  
respectively to be the Convener and Deputy Convener of this event and they shall both  
at all times be present and act as contact persons during the event and the said  
conveners by appointing their signatures hereto acknowledge that they are responsible  
for ensuring compliance by the Organisation with all the terms and conditions hereof.

18. Whole Agreement

The parties hereto agree that this agreement contains the full content of their  
negotiations and that no further terms or conditions have been agreed upon other than  
as contained herein. Further, the parties acknowledge that no misrepresentations,  
warranties, undertakings of the like other than what is contained in this agreement,  
have caused them to enter herein.

The parties hereto agree that any variations or amendments to this agreement shall  
only be valid and binding in the event of such variation or amendment being reduced  
to writing and signed on behalf of both parties.

Signed at Karoon on this 25 day of Jan 2016

[Signature]  
.....

Witness

[Signature]  
.....

Witness

[Signature]  
.....

Deputy Convener

[Signature]  
.....

On behalf of Organiser

[Signature]  
.....

Responsible Person

[Signature]  
.....

Convener

ATTENDANCE LIST Sec. 4 Meeting

2016-07-25 Karedouw

<u>NAME</u>	<u>ORGANIZATION</u>	<u>Signature</u>
H. de Vos	SAPS Karedouw	[Signature]
Park's Floor	Karedouw TRAFFIC	[Signature]
F. STRYDOM	Clk Koukamma	[Signature]
T. Makumba	Koukamma	[Signature]
W. PRINS	"	[Signature]
N. NGWENAN	"	[Signature]
RJ Stier	Joubertina SAPS	[Signature]
F.B. Meyer	Joubertina SAPS	[Signature]
N. Kruger	Stoms River SAPS	[Signature]
C. Reedes	Clk. Koukamma	[Signature]

## MEMORANDUM OF AGREEMENT

Between Francis Strydom

herein representing, and duly authorised thereto, on behalf of

DEMOCRATIC ALLIANCE

(hereinafter called the organisation)

Address: 51st Street

Kareeboom

Telephone: 042 2880709 / 082 825 6020 / 082 561 3105

and

Mr T. Makamba

the responsible person in terms of the Regulation of Gatherings Act No. 205 of 1993

(hereinafter called the Act)

Address: Koukamma Municipality

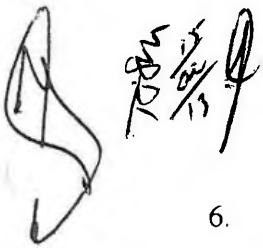
Kareeboom

Telephone: 042 - 2887200

1. Memorandum of the agreed basis on which provision is granted for the march(es) and gathering(s) (hereinafter called the "event") which is scheduled to take place on ..... 21 FEBRUARY 2015 Between 06:00 AM to 15:00 ..... and along the following route Arum Valley Supermarket at Aigun, to Louisa, KRAKEL, JUBERTINA, RAUNIA FROM R2 TO KARENAN AND ITS RESIDENTIAL AREAS, ON TO R2 TO R2 - CHARRIN AREA BACK TO R2 TO WOODMAN CREEK BACK TO R2 TO NZ AT KOMANOS - NZ, TO MANDAR PAKI, TO R2 TO R2 - LUNCH - CONSIDER NZ TO SHANSAWA VILLAGE, NZ TO R2 - ON COXSIDERAN.  
The time of the event be restricted between the hours of ..... 06:00 ..... and ..... 15:00 .....
2. The agreement constitutes a mutual gesture of goodwill and co-operation with regard to the event and is subject to any constraints or conditions imposed by operation of law or by order of a competent Court of Law.
3. The democratic right of individuals to assemble and to convey their views peacefully is acknowledged. The parties to this agreement, however, agree that the exercise of this right must be conducted in such a manner that infringement on the rights of others, not participating in the event, are kept to the minimum. The parties take note that where life and property are threatened, the Police Services have a duty to act and that they bear the ultimate responsibility for protecting life and property and the maintenance of law and order.
4. The parties hereby acknowledge that they are aware of the contents of the Regulations of Gatherings Act, 205 of 1993 which applies to the intended event.
5. **Marshals**  
The organisation will ensure sufficient and effective marshalling for crowd control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd of ..... 50 ..... participants will thus necessitate at least ..... 10 ..... marshals.



- The organisation will ensure that marshals are in attendance at the starting point of the march and that they remain on duty until the crowd is fully dispersed;
- It is agreed that all marshals will be identified as follows:  
*Blue uniforms on left side*  
 .....
- The organisation shall ensure that all marshals be informed and endeavour to inform participants of the contents of this agreement and the permission of the responsible person;
- The marshals shall ensure that no entrance to any building or premises shall be barred by participants so as to deny the public access to the said building or premises;
- The organisation shall take all reasonable steps to ensure that all marshals of the event and participants in the event are informed timeously and properly of the conditions to which the holding of the event is subject and specifically of the joint and several liability for damages imposed by the Act;
- The marshals shall ensure that all instructions of traffic officers be strictly adhered to at all times; *THE ROAD TRAFFIC ACT MUST BE COMPLIED WITH AT ALL TIMES.*
- The marshals shall ensure that the procession do not stop in any robot control intersection along the route and any inconvenience caused to persons (including motorists) not participating in the procession being kept to a minimum;
- The marshals shall ensure that the participants in the procession only utilise the extreme left hand side of the roadway along the route and allow enough room for vehicles travelling in the same direction to pass.



6. **Speeches or other Acts Inciting Hate or Violence**

No person present at or participants in the event shall by way of a banner, placard, speech or singing incite hatred or fear of other groups based on differences in culture, race, gender, language or religion, or utter threats of violence against any person or group or perform any other act or utter words calculated to cause, encourage or foment feelings of hostility between different groups or sections of the population of the Republic.

7. Transport Arrangements

The organisation undertakes that it will make proper and adequate transport available to participants and marshals to and from the event and confirms hereby that at least ...../..... busses and/or ...../..... taxi busses will be available for the purpose of transporting same at the place where the participants are intended to disperse, 18 passengers  
VEHICLES

8. Communication Equipment

In order to ensure proper crowd control, the organisation will arrange for the following communication equipment to be available:

- [...X...] Loudhailers
- [..X.] Two-way radios (walkie talkies)

9. Toilet Facilities, Water Points and First Aid Stations

It is agreed that the anticipated crowd necessitates the following to be made available:

- [.....] temporary toilets to be supplied by .....
- [.....] water points to be supplied by .....
- [.....] first aid stations to be supplied and manned by .....

Handwritten signature and date: 15/02/13

10. **Dangerous Weapons, Fire Arms and Replicas thereof**

- 10.1 The organisation undertakes to ensure that the participants at the event will not be in possession of any dangerous weapons, firearms and/or replicas thereof during the event.
- 10.2 In order to enforce this undertaking, marshals will search for weapons at assembly and entry points and take all reasonable steps to ensure compliance with existing legislation.
- 10.3 If practical in the circumstances, the South African Police Services will disarm participants in the event and the organisation and marshals shall render all assistance necessary in this regard.
- 10.4 The full names, addresses and particulars of firearm licences of those persons acting as bodyguards will be supplied to the local station commander of the South African Police Services not less than 24 hours before the intended event and he will issue an appropriate certificate in this regard.
- 10.5 It is hereby agreed that bona fide bodyguards who will render security services at the event will number ..... 0 (NA) -

11. **Wearing of Disguises**

The wearing of disguises and especially balaclavas or other face coverings by participants at the scheduled event will not be permitted and organisations, as well as marshals, will enforce this arrangement.

12. **Apparel**

No person shall at any event wear any for of apparel that resembles any of the uniforms worn by members of the security forces, including the Police Services and the South African Defence Force.

13. **Break-away Groups**

The organiser(s) and appointed marshals will contain the crowd and will take all reasonable steps to ensure that part of the participants do not break away from the main crowd.

14. **Non-Participants**

14.1 The organiser(s) and marshals will take all reasonable steps to ensure that non-participants do not join the event. Such people must be excluded from the event by marshals, if necessary in consultation with the Police Services.

14.2 No person shall, in any manner whatsoever, either before or during the event compel or attempt to compel any person to attend, join or participate in the event and the organiser and marshals, if any, shall take all reasonable steps to prevent any person from being so compelled.

15. **Accountability for Damage**

The organiser(s) of the event acknowledge that it and its conveners and every person participating in the event will be jointly and severally liable for any damages caused by, and resulting from the event in terms of Section 11 of the Act.

16. **Joint Operational Centre**

The parties agree to establish a "Joint Operational Centre" (JOC) at .....  
The purpose of this JOC will be to co-ordinate the control of the following event and to prevent any violence and destruction. The JOC will be manned by representatives of the following organisations from .....

17. Contact Persons

The organisation has appointed AKAMUO STRYDOM  
and Cecilia Reederes  
respectively to be the Convener and Deputy Convener of this event and they shall both  
at all times be present and act as contact persons during the event and the said  
conveners by appointing their signatures hereto acknowledge that they are responsible  
for ensuring compliance by the Organisation with all the terms and conditions hereof.

18. Whole Agreement

The parties hereto agree that this agreement contains the full content of their  
negotiations and that no further terms or conditions have been agreed upon other than  
as contained herein. Further, the parties acknowledge that no misrepresentations,  
warranties, undertakings of the like other than what is contained in this agreement,  
have caused them to enter herein.

The parties hereto agree that any variations or amendments to this agreement shall  
only be valid and binding in the event of such variation or amendment being reduced  
to writing and signed on behalf of both parties.

Signed at Karacadun on this 13 day of February 2015

[Signature]  
Witness

[Signature]  
On behalf of Organiser

[Signature]  
Witness

[Signature]  
Responsible Person

[Signature]  
Deputy Convener

[Signature]  
Convener