

## **AGREEMENT**

Entered into between:

**TOURISM KWAZULU-NATAL**  
(Hereinafter referred to as the “TKZN”);

AND

**JUNIOR CHAMBER INTERNATIONAL SOUTH AFRICA**

(Hereinafter referred to as the “JCI SOUTH AFRICA” or “Event Organiser”)

**JUNIOR CHAMBER INTERNATIONAL SOUTH AFRICA CONFERENCE 2025**

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1. INTERPRETATION

- 1.1 In this Agreement unless the context indicates otherwise -

- 1.1.1 the singular shall import and include the plural and vice versa;
- 1.1.2 words indicating one gender shall import and include other genders;
- 1.1.3 words indicating natural persons shall import and include artificial persons;
- 1.1.4 the headings to this Agreement are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate;
- 1.1.5 where any number of days is prescribed in this agreement, they shall be calculated exclusive of the first day and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday. In such case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.1.6 if any doubt or conflict arises where figures are referred to in numerals and in words, the words shall prevail;
- 1.1.7 should there be any conflict or inconsistency between this Agreement and any other agreement/s concluded between the Parties, then the terms and conditions of this Agreement shall prevail; and
- 1.1.8 the rights and obligations of any Party arising from this Agreement, shall devolve upon and bind its successors-in-title.

## **2. PREAMBLE**

- 2.1 WHEREAS the **JCI SOUTH AFRICA** is desirous of hosting the **JCI SOUTH AFRICA Conference 2025** The Conference will be held for in **Durban, KwaZulu Natal, South Africa, from the May 2025 at Southern Sun Elangeni & Maharani Hotel.**
- 2.2 WHEREAS TKZN, through its business unit **KWAZULU-NATAL CONVENTION BUREAU**, responded to a request for proposal issued by the **JCI South Africa**

- 2.3 WHEREAS TKZN have undertaken to provide funding, dealt with in this Agreement, to support the JCI South Africa as the host city for the event.
- 2.4 AND WHEREAS, The Parties have reached an agreement and therefore hereby record the terms and conditions of this agreement as set out hereunder.

### 3. DEFINITIONS

Unless such meaning is inconsistent with the context, the following terms shall, throughout this Agreement, have the meanings respectively ascribed to them, namely:

- 3.1 **"Agreement/ this/ the Agreement"** means the terms and conditions contained in this agreement as well as the annexures attached, which annexures form an integral part of this Agreement;
- 3.2 **"Close Out Report"** shall mean a close out report which documents the core outcomes of the event;
- 3.3 **"Confidential Information"** means all information disclosed by one Party, at any time before or after the Effective Date of this Agreement, that may reasonably be regarded as confidential being information not in the public domain whether such information is oral or written, recorded or stored by electronic magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody, control or knowledge of the other Party whether alone or jointly, including but without being limited to technical data, research and development information; know-how, trade secrets, designs, models, processes, formula and techniques, strategy, business and product development plans, budgets, prices, costs and financial projections or financial information; trade connections, technical information specifications, electronic artwork, manufacturing techniques, circuit

diagrams, instruction manuals, blue prints, samples, devices, demonstrations, information concerning materials, marketing and business information generally, machinery, technical, commercial, scientific information, software, hardware, and any other materials of whatsoever nature and whatsoever description and which the Party has an interest in keeping confidential;

- 3.4 **"KZN CB"** or **"Durban KZN CB"** shall mean the Durban KwaZulu-Natal Convention Bureau, a business unit of TKZN who shall generally liaise with the Southern African Association of Health Educationalists
- 3.5 **"Effective Date"** means the date of signature of this Agreement by the authorised representative of the party who last signs this Agreement.
- 3.6 **"Event/Events"** means the **JCI South Africa Conference 2025** during the duration of the Agreement.
- 3.7 **"Event Budget"** shall mean the total budget of the Event;
- 3.8 **"Event Organiser"** means the **JCI South Africa**
- 3.9 **"Funding"** shall mean the financial support provided to the Event Organiser by TKZN;
- 3.10 **"Intellectual Property"** means all patents, inventions, designs, copyright, trademarks, trade names, know-how, proprietary information, trade secrets and other rights and property customarily considered as intellectual property (whether or not capable of registration, and whether or not registered) which the Event Organiser and TKZN, respectively, may at any time own, adopt, use or register;
- 3.11 **"MFMA"** means the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
- 3.12 **"Month" or "Months"** means one of the twelve named months in the Gregorian calendar;

- 3.13 "**Package/Deliverables**" means the event management, marketing services and deliverables for the Event to be performed by the Event Organiser, in terms of this Agreement.
- 3.14 "**Period**" means the period that shall commence on the Effective Date and endure until such time as the Event has been finalised and all contractual obligations have been met by the Parties in full relating to the Event, unless this Agreement is terminated on an earlier date in accordance with the terms of this Agreement;
- 3.15 "**PFMA**" means the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 3.16 "**Parties**" means TKZN and the Event Organiser;
- 3.17 "**Special Budget Exclusions**" shall mean items that are excluded from the Event Budget when calculating the percentage spend on 'designated 'group' African owned businesses.
- 3.18 "**TKZN**" means Tourism KwaZulu-Natal Authority, established through the KwaZulu-Natal Tourism Act 1996, as amended.
- 3.19 "**VAT**" means Value-Added Tax levied in terms of the Value-Added Tax Act ,1991 (Act 89 of 1991) as amended;
- 3.20 "**Venue**" means the **Southernsun Elengeni& Maharani Hotel**, or such other suitable and/or similar venue as may be selected by The Event Organiser;
- 3.21 "**Advertisement**" means text, graphics or multi-media content and images displayed and accessible on a website or in a physical print publication.
- 3.22 "**Booking Fee**" means the fee quoted by **JCI South Africa** for provision of the Services on the Booking Form, including the Service Charge.
- 3.23 "**Booking Form**" means the written confirmation of the quotation provided by Event Management Solutions to the Client after consultation and which records the Services requested and the Booking Fee due to JCI South Africa in return for such Services.

#### **4. APPOINTMENT**

4.1 The Event Organiser hereby appoints TKZN, for the consideration and obligations to be performed by TKZN as outlined in this Agreement, as an official co-sponsor, marketing and promotion partner, for all aspects of the Event, as further described in (also referred to as the Package/Deliverables).

#### **5. EFFECTIVE DATE AND PERIOD**

5.1 This agreement will commence on the date of signature of the Booking Form and will continue in force for a period of three (3) years (“the Term”) or until terminated as set out in this agreement.

5.2 The Client has the right to terminate the agreement at the end of each successive<sup>12</sup> (twelve) month period during the Term by giving JCI SOUTH AFRICA 2025 at least 30 (thirty) days prior written notice of such intention, i.e., by the start of the 11th month of each 12 (twelve) month period.

#### **6. GRANT OF RIGHTS**

6.1 Subject to the terms and conditions of this Agreement, the Event Organizer shall perform all actions and deliverables in relation to the Event.

6.2 The Event Organiser shall, on signature, provide TKZN with an overall Event Budget, Special Budget Exclusions, and the funding committed to 'designated group' companies.

6.3 The Event Organiser shall, be solely responsible for the administration, management and organisation of the Event, subject to the rights granted to TKZN herein.

6.4 The Event Organiser may approach other persons to co-sponsor the Event or to partner with it in relation to the Event, provided that:

- a) the rights, packages and/or marketing and branding rights granted to such co-sponsors shall not detract or affect in any way with the rights extended to TKZN in this Agreement;
- b) the product and services of the co-sponsor does not conflict with the products and services of TKZN; the Province of KwaZulu-Natal (the Province) and the City of Durban.

6.5 TKZN will establish a support committee to assist the Event Organizer with the logistics and sponsorship to ensure the success of the Event.

## **7. OBLIGATIONS OF THE EVENT ORGANISER**

7.1 The Event Organiser shall fulfil its obligations as set out in A failure to comply with this clause will result in material breach of this Agreement.

7.2 The Event Organiser must compile and submit a Close Out Report within 45(forty-five) days of completion of the Event, as set out in clause 10 below.

7.3 The Event Organiser will be responsible for ensuring the staging of a successful Event/Events, which is held as agreed to herein, and to the highest industry standard applicable to an event of a similar nature.

7.4 The Event Organiser must ensure that where suppliers are obtained for the Events that it complies with clause 6.2 above.

7.5. The Event Organiser must comply with all reporting, financial management and auditing requirements, as maybe stipulated herein and I or in terms of the PFMA and the MFMA, for the duration of this Agreement.

7.6. The Event Organiser will keep proper and separate accounting records of all disbursements made in accordance with General Accepted Accounting Practice.

7.7 Report to TKZN, when requested to do so, on actual expenditure against the total event budget, by providing proper financial records supported by supporting documents.



- 7.8 When requested to do so, provide TKZN with accurate financial and accounting records relating to the Event, actual expenditure against the total event budget, by providing proper financial records supported by supporting documents.
- 7.9 To, at all times act in compliance with this Agreement.
- 7.10 In conducting and hosting the Event, adhere to and comply with all legal obligations, laws and by-laws, health and safety laws, approvals and consents required to host such an Event.
- 7.11 To provide proper and accurate reports and comply with all reporting requirements as recorded in this Agreement.
- 7.12 To refrain from any conduct, including statements to the media, which will cause harm to and bring the Event and TKZN into disrepute.
- 7.13 The Event Organiser shall keep accurate financial records of the amount or amounts received from TKZN for the duration of the contract, which financial records shall be maintained by the Event Organiser for a further five years thereafter;
- 7.14 The Event Organiser shall at all times and when called upon to do so, allow TKZN or their duly appointed auditors, to audit the accounting records of the Event Organiser with regard to the funds disbursed and paid over by TKZN to the Event Organiser.
- 7.15 To ensure that all the Funds are used and disbursed strictly in accordance with this Agreement.

**8. OBLIGATIONS OF TKZN shall:**

- 8.1 provide the necessary and reasonable services, cooperation, support and resources to fulfil its obligations in terms of this Agreement;
- 8.2 give the all reasonable assistance in ensuring the success of the Events;

- 8.3 comply and abide with all reasonable and necessary regulations and instructions of the Event Organiser pertaining to the organisation and running of the Events;
- 8.4 at all times conduct itself in good faith and in a manner which does not inconvenience the Event Organiser and the exhibitors and participants of the Events;
- 8.5 not do anything which, is likely to bring the Event Organiser or the Events into disrepute or may be detrimental to the reputation, goodwill or good standing of the Event Organiser or The Event; and
- 8.6 shall meet the financial obligations in terms of clause 9 below by making payment into such bank account as may be nominated by the Event Organiser, in writing, for that purpose.

## 9. CONSIDERATION

- 9.1 **Tourism KZN shall pay the Vanue, One-time Subtotal Of R500 000.00 ONLY. VAT: (15% tax)**
- 9.2 The Funds shall be paid Directly to the Venue.

## 10. CLOSE OUT REPORT

- 10.1 The Event Organiser shall not later than 45 (forty-five) days from date of completion of each Event, submit the Close Out Report in respect of that Event which shall include the following:
  - 10.1.1 Summary of the Overall Event;
  - 10.1.2 Listing of Media coverage;
  - 10.1.3 Summary of successes and problems/challenges experienced and proposed future remedial measures;
  - 10.1.4 A comprehensive report of the Event, including amongst other information, financial contribution by TKZN Indicating the expenses Incurred (with

adequate proof}, the return on investment, digital marketing initiatives, media coverage value of TKZN brand and statistical information on visitors and guests attending the Event;

#### 10.1.5 Pictorial proof of Branding opportunities extended to TKZN;

JCI South Africa offers the KwaZulu-Natal Convention

Bureau a valuable platform to:

- Gain exposure to a global audience: The conference attracts young leaders and entrepreneurs who represent the future of business and industry.

- Speaking slots: during the conference, the Opening Ceremony will be addressed by the Premier of KwaZulu-Natal, the main Conference, we will have the MEC of Economic Development, Tourism and Environmental Affairs.

- Exposure of SMME's and Youth: during the conference, we will have exhibition stands where young entrepreneurs can showcase their products and services.

With JCI's global footprint, there will be opportunities for import and export.

Additionally, we will organize business-to-business meetings with delegates.

- Youth employment: through our volunteering program, young people will gain new skills and exposure, where they will work in different elements of the event.

- Economic participation: procurement opportunities to SMME's and more than R15 million overall contribution to the economy

- Tourism: majority will be visiting South Africa for the first time; they will participate

in pre and post conference tours.

- Branding: to utilise your logos in all our material, including the website and

conference banners

- Align with a socially responsible organization: JCI is a leading youth empowerment organization with a 100-year legacy of positive impact.

## **11. INSURANCE CLAUSE**

11.1 The underwriter of the policy shall be an insurance company registered in terms of the Company Law of the Republic of South Africa and acceptable to TKZN. The Event Organiser shall lodge a copy of the policy with TKZN on signature of this Agreement.

## **12. WARRANTIES, INDEMNITY AND LIABILITY**

12.1 Each Party warrants to the other that:

12.1.1 it has the full right, title and authority to enter into this Agreement;

12.1.2 it is free and able to grant the rights and perform the obligations undertaken by it in this Agreement;

12.1.3 its trademarks, name, logos and intellectual property rights, do not infringe the trade marks, names, logos or intellectual property rights of any other person; and

12.1.4 it shall not disclose to any third party any information relating to the business or affairs of the other or the contents of this Agreement.

12.2 The Event Organiser shall be responsible, if as a result of any act or omission, willful or negligent conduct, or gross negligence, for any special, direct, indirect or consequential loss or damage to the stand or other property of any kind brought to the Event by TKZN, its servants, employees, agents, contractors or invitees or for any injury to the person of any person

associated, employed by or invited by TKZN to the Event or prior to the

Event.

12.3 The Event Organiser shall be liable to TKZN, if the Event is cancelled due to non-performance, wilful default attributable directly to an action or omission by the Event Organizer and /or incompetence, negligence or gross negligence by the Event Organizer. The Event Organiser shall repay and be liable to refund TKZN the funds and all monies paid.

12.4 Both parties warrant that:

12.4.1 as far as is reasonably possible, no action that they have reasonably taken or will reasonably take for the duration of this Agreement has or shall render this Agreement unlawful, nor shall such action result in the Agreement being set aside, nor prevent the observance of this Agreement;

12.4.2 all authorisations and approvals required under the laws of the Republic of South Africa to authorise them to fulfil and perform their obligations under this Agreement have been duly obtained;

12.4.3 In order to validly conclude this Agreement, they have followed all procedures prescribed by law and/or their own policies and they have complied with all relevant provisions thereof;

12.4.4 this Agreement shall, when properly executed, constitute valid and binding obligations on them:

12.4.5 the execution and performance of this Agreement does not and will not contravene any laws or any provision of any rules or policy; and

### **13. CONFIDENTIAL INFORMATION**

13.1 During the period of this Agreement and afterwards, all Parties shall neither give nor make available, nor permit to be divulged, to any third party, any Confidential Information which each party to this agreement learnt from either party to this agreement or its employees in the performance of this

Agreement, whether before or after the Effective Date of this Agreement, disclosed orally, visually or in writing or in any other manner whatsoever.

13.2 This undertaking shall not apply to information which:

13.2.1 was or is in the public domain; and/or

13.2.2 was or is lawfully in the possession of a party to this Agreement having been disclosed by a third-party who has the right to disclose such information; and/or

13.2.3 was or is developed lawfully and independently by all Parties. The onus of proving the facts necessary to sustain anyone of the exceptions listed above rests on the Party relying on one of the exceptions.

13.3 All Parties warrant that its employees shall be under explicit instructions not to disclose any Confidential Information to third parties, and that all Parties shall take all steps reasonably necessary to obtain compliance with such instructions.

13.4 All Parties shall not make use of any of the Confidential Information in the development, research, manufacture, marketing and/or sale of its services without the prior written consent of all Parties to this agreement.

13.5 All Parties shall not use or disclose Confidential Information for any purpose other than for the performance of the obligations of each Party to this agreement.

13.6 All Parties shall not use or attempt to use the Confidential Information in any manner which will cause or be likely to cause Injury or loss to any Party to this agreement.

13.7 All Parties agree not to utilise, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever, without the prior written consent of each party to this agreement

13.8 All Parties furthermore agree that it shall not, whether directly or indirectly, modify, vary, enhance, copy, sell, license, lease, sub-license or in

any other manner deal with the Confidential Information, unless holding legal title to such information.

13.9 Any Party to this agreement may, at any time, request all Parties to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request Parties to furnish a written statement to the effect that, upon such return, each party to this agreement has not retained in its possession, or under its control, either directly or indirectly, any such material.

13.10 As an alternative to the return of the material contemplated above, all Parties

shall, at the instance of all parties, destroy such material and furnish any party to this agreement with a written statement to the effect that all such material has been destroyed, alternatively ensure that such material is held in escrow, should a dispute exist, pending the outcome of such dispute.

13.11 All Parties shall comply with a request from any party to this agreement in terms of this clause within thirty (30) days of receipt of such a request.

13.12 All Parties obligations of confidentiality under this Agreement shall survive the termination of this Agreement for any reason whatsoever.

#### **14. LIMITATION OF LIABILITY AND INDEMNITY**

14.1 0.1 For the purposes of this clause “damages” means and includes:

14.1.1 all losses, liabilities, and damages relating to or arising from these Terms and Conditions or the Services, howsoever arising, whether out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, vicarious or strict liability, in delict or otherwise, and whether foreseen by either of the Parties or not; and

14.1.2 any legal costs (including legal fees at an attorney and own client scale and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) or other costs, claims or demands.

14.2 To the extent permitted by applicable law, My Beauty Expo 2024 will not be liable to the Client or any third party for any indirect damages (including consequential, extrinsic, special, or incidental loss or damages which will include but not be limited to loss of property or loss of profit, business, goodwill, revenue, or anticipated savings), or aggravated damages.

## **15. NO SOLICITATION**

15.1 It is agreed that for the duration of this Agreement and for a period of 24 (twenty four) months thereafter, neither party shall directly or indirectly employ or solicit for employment, nor contract or offer to contract with, any employee or contractor of the other party, unless they have obtained a written consent to do so.

15.2 The actual damages attributable to a breach of the provisions of this clause would be difficult to determine and prove. Accordingly, the parties agree that if it breaches this clause, it shall promptly pay to the other party damages in an amount equal to 5(five) times the employee's annual cost of employment, such sum being a reasonable measure of the damages reasonably anticipated.

## **17. GOOD FAITH**

The parties undertake at all times to act in good faith and reasonably to comply with the terms of this Agreement. The parties warrant that they shall not do anything or shall refrain from doing anything that might prejudice or detract from the rights or obligations of each other.

## **18. GOVERNING LAW**

18.2 This agreement shall be governed and interpreted according to the laws of the Republic of South Africa.

## **19. DOMICILIUM AND NOTICES**



19.1. The Parties choose domicilium citandi et executandi ("Domicilium") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement as follows:

**19.1.1 Tourism KwaZulu-Natal**

Office of the Chief Executive Officer 2nc1 Floor

lthala Trade Center

29 Canal Quay (Signal) Road Durban Waterfront

4001

Tel No.:(031) 366 7500

Fax no.:(031) 305 6693

**19.1.2 JUNIOR CHAMBER INTERNATIONAL SOUTH AFRICA**

Michael Shackleton

2024 National President

JCI South Africa

michael@jcisouthafrica.co.za

19.2 Each of the Parties shall be entitled from time to time by written notice to the other, to vary its physical Domicilium to any other physical address (not being a post office box or poste restante) within the Republic of South Africa, to vary its postal Domicilium to any other postal address within the Republic of South Africa and/or to vary its telefacsimile Domicilium to any other telefacsimile number.

19.3 Any notice given and any payment made by either Party to the other ("the addressee") which:

19.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's physical Domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery; and

19.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's postal Domicilium for the time being shall be presumed, until the contrary is proved by the addressee to have been received by the addressee on the fourth day after the date of posting.

19.4. Any notice given by either Party to the other which is successfully transmitted by facsimile to the particular addressee's facsimile Domicilium for the time being shall be rebuttably presumed to have been received by the addressee on the day of successful transmission thereof.

19.5 This clause shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause.

19.6. Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

## **20 GENERAL**

20.1 The parties shall not be entitled to sub-contract, cede, or assign this Agreement and any of its rights, duties or obligations contained in this Agreement, without the prior written consent of the other party.

20.2 This Agreement and Annexures, constitutes the whole Agreement between the Parties and no variation, addition to or cancellation of this Agreement shall be of any force or effect unless effected in accordance with any changes or amendments contemplated and agreed to between the Parties in this Agreement reduced to writing and signed by or on behalf of the Parties hereto. Such amendment, variation and/ or cancellation shall be effective

only in the specific instance and for the purpose and to the extent of which it is given or made.

20.3 Neither Party shall have any claim or right of action arising from any undertaking,

reference, representation or warranty not included in this document.

20.4 No relaxation by either Party of any of its rights in terms of this Agreement at any time shall prejudice it or be a waiver of its rights and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

20.5 No failure by a party to enforce any provision of this Agreement shall constitute.

a waiver of such provision or affect in any way a party's rights to require the performance of such provision at any time In the future, nor shall a waiver of any subsequent breach nullify the effectiveness of the provision Itself.

20.6 If any clause or section of this Agreement is declared null and void then it shall be severable from the rest of the Agreement, which shall remain intact and enforceable.

20.7 It is hereby recorded that this Agreement shall come into effect on the effective date.

**THUS DONE AND SIGNED AT ..... ON THE ..... DAY OF .....  
2024**

**Signature: .....**

**TOURISM KWAZULU-NATAL**

**ACTING CHIEF EXECUTIVE OFFICER: MR. SIBUSISO GUMBI**

**WITNESSES FOR TOURISM KWAZULU-NATAL**

Signature: 1.....

Signature: 2.....

THUS DONE AND SIGNED AT ..... ON THE ..... DAY OF ..... 2024

Signature: .....

2024 NATIONAL PRESIDENT: MICHAEL SHACKLETON

JUNIOR CHAMBER INTERNATIONAL SOUTH AFRICA

WITNESSES:

Signature: 1.....

Signature: 2.....