

University of the Witwatersrand, Johannesburg

MEMORANDUM

TO:	PROFESSOR TAWANA KUPE
CC:	
FROM:	Nkosinathi Mavimbela Tel: 011 717 1307 Fax: 011 717 1249 Email: Nkosinathi.mavimbela@wits.ac.za
DATE:	21 May 2014
SUBJECT:	Shared Use Agreement: Wits/Helpmekaar Kollege NPC

SIGNATORY: Professor A Habib

Signed: 

SIGNATORY: Professor T Kupe

Signed: 

CONTRACT ADMINISTRATORS: Mr. E Prinsloo

Signed: 

Mr. A Carter

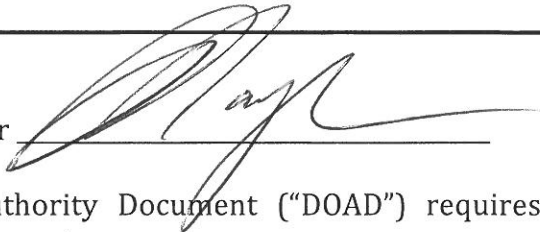
Signed: _____

University of the Witwatersrand, Johannesburg

MEMORANDUM

TO:	PROFESSOR TAWANA KUPE PROFESSOR ADAM HABIB
CC:	
FROM:	Nkosinathi Mavimbela Tel: 011 717 1307 Fax: 011 717 1249 Email: Nkosinathi.mavimbela@wits.ac.za
DATE:	21 May 2014
SUBJECT:	Shared Use Agreement: Wits/Helpmekaar Kollege NPC

Approved: Dawn Taylor



The Delegation of Authority Document ("DOAD") requires your approval for the conclusion of this agreement.

The agreement is forwarded to you for your consideration. Two changes were made on this agreement which is the "effective date" and the scaling down of picture in Annexure 4.

As required by the DOAD the Director: Legal Services has considered the agreement. She is satisfied that the legal terms and conditions are in order.

If you approve, please initial the bottom of each page and sign the agreement where it is flagged.

Thank you.

Nkosinathi Mavimbela.

University of the Witwatersrand, Johannesburg

MEMORANDUM

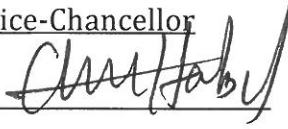
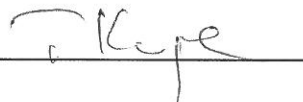
TO:	PROFESSOR A HABIB PROFESSOR TAWANA KUPE
CC:	
FROM:	Nkosinathi Mavimbela Tel: 011 717 1307 Fax: 011 717 1249 Email: Nkosinathi.mavimbela@wits.ac.za
DATE:	21 May 2014
SUBJECT:	Shared Use Agreement: Wits/Helpmekaar Kollege NPC

This Agreement is forwarded to you for your consideration. The Director: Legal Services has approved its terms as required by the Delegation of Authority Document (DOAD).

This Agreement will endure for a period of 20 years and has a value of R5 million. In terms of the DOAD, only the VC in consultation with the DVC Finance, HR and Transformation is authorized to sign an Agreement with a contract period of five (5) years or more or a value exceeding R30 million.

Please confirm in the space provided for below that you approve of this Agreement.

Thank you.

<p>Approved by <u>Professor A Habib</u> <u>Vice-Chancellor</u></p> <p>Signature: </p> <p>Date: <u>2014-05-27</u></p>	<p>Approved by <u>Professor T Kupe DVC</u> <u>Finance, HR and Transformation</u></p> <p>Signature: </p> <p>Date: <u>2014-05-27</u></p>
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SHARED USE AGREEMENT

between

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

and

HELPMEKAAR KOLLEGE NPC

Handwritten signatures and initials:
J. J.
TK
amst

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SHARED USE AGREEMENT

1. PARTIES

- 1.1. The University of the Witwatersrand, Johannesburg ("the University")
- 1.2. Helpmekaar Kollege ("Helpmekaar")

2. INTRODUCTION

- 2.1. Both the University and Helpmekaar wish to provide optimal sporting facilities for their respective students and learners.
- 2.2. The University wishes to construct a synthetic turf hockey pitch ("Astro") (as more fully described in 3.2) on its Education Campus in Parktown, Johannesburg.
- 2.3. Helpmekaar is willing to contribute to the cost of construction of the Astro in exchange for the right to use the Astro, the ancillary facilities described in 3.2 and other sporting facilities belonging to the University from time to time.
- 2.4. The Parties have reached agreement on the sharing of the Astro and other facilities as set out hereunder, with a view to establishing a long term relationship.

3. DEFINITIONS

Unless the context clearly indicates otherwise, the following terms will bear the following meanings:

- 3.1. "Agreement" this agreement together with all annexures and schedules hereto
- 3.2. "Astro" a synthetic turf hockey pitch with floodlighting and a clubhouse with changing, shower, toilet and entertainment facilities, to be constructed on the University's Education Campus in Parktown at the location depicted in Annexure 4
- 3.3. "Block Week" an agreed week of 6 (six) days as more fully described in Annexure 2.2, during which all School Events will be held, unless otherwise permitted by the University
- 3.4. "Business Day" any day which is not a Saturday, Sunday or official public holiday in South Africa
- 3.5. "Building/s" the building/s on the Property in which Facilities are located
- 3.6. "Calendar Year" a year beginning on 1 January and terminating on 31 December



- 3.7. "Effective Date" the date on which Helpmekaar first makes use of any of the Facilities, i.e. 29 January 2014.
- 3.8. "Facilities" the sports facilities listed in Annexure 1
- 3.9. "Fixtures Agreement" an annual agreement to be concluded by the Parties in accordance with clause 8.2 and Schedules 2, 2.1 and 2.2
- 3.10. "Helpmekaar" Helpmekaar Kollege NPC, an independent school and a non-profit company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 1993/002120/08
- 3.11. "Main Agreement" this Agreement, excluding all annexures and schedules
- 3.12. "Month" a month of the Gregorian calendar, that is, one of the 12 months from January to December in any Calendar Year
- 3.13. "Party" the University or Helpmekaar
- 3.14. "Personnel" a Party's directors, officers, employees, associates, contractors, agents and/or representatives
- 3.15. "Precincts" any premises owned by or which fall under the management and control of the University, including the Property
- 3.16. "Premises" that part of the Building/s comprising the Facilities, as indicated on the map attached as Annexure 4
- 3.17. "Property" the property on which the Facilities are located, as indicated on the map attached as Annexure 4
- 3.18. "Rules" all applicable University regulations, policies and procedures, rules and codes of conduct from time to time including regulations pertaining to:
- i. the wearing of identification tags and the possession and use of access cards
 - ii. vehicle access to, driving and parking on the Precincts
 - iii. the security of the Precincts and the protection of persons and property thereon, including any rules for the control and identification of persons and vehicles entering the Precincts or any parts thereof
 - iv. the carrying of weapons

v. sports codes and Facilities

3.19. "School Holidays"

Helpmekaar's school holidays as determined by Helpmekaar annually and which do not necessarily coincide with the school holidays of public schools or other independent schools

3.20. "School Events"

Helpmekaar's sporting activities on the Precincts, being not more than:

- i. one pre-season preparation, practice and training camp week per year, per sport listed in Annexure 1 on dates to be agreed by the Parties and recorded in the Fixtures Agreement; and one of the following:
- ii (a) one workshop, training clinic or competition with another school per year per sport listed in Annexure 1, on dates to be agreed by the Parties and recorded in the Fixtures Agreement, to be held with the co-operation and involvement of the University where reasonably possible; or
- ii(b) one Tournament per year, provided that no Tournament may be held during University Academic Terms unless agreed by the University

subject to availability of Facilities as determined in accordance with the criteria set out in Annexure 2, it being agreed between the Parties that the Fixtures Agreement will be revised annually in accordance with clause 8.2 and Annexures 2, 2.1 and 2.2

3.21. "Signature Date"

the date on which this Agreement is signed by the last Party to do so

3.22. "Tournament"

a sports event involving more than two (2) competing or participating schools

3.23. "University" or "Wits"

the University of the Witwatersrand, Johannesburg, a public higher education institution recognised as such in terms of the Higher Education Act 101 of 1997

3.24. "WEC"

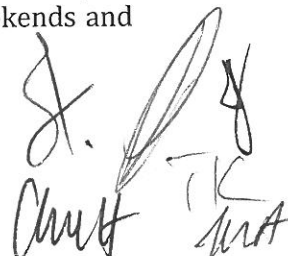
Wits Education Campus, located at 27 St Andrew's Road, Parktown, Johannesburg

3.25. "Weekend"

Saturday and / or Sunday

3.26. "Weekend Matches"

Helpmekaar's occasional sporting activities in respect of sports listed in Annexure 1, during Weekends and public holidays, being:



- i. league, competition or arranged matches that are scheduled by the organisers of such league or competition or are arranged by Helpmekaar on dates agreed by the Parties and recorded in the Fixtures Agreement, and are to be hosted by Helpmekaar (home games), some of which may take place during School Holidays; and
- ii. Helpmekaar's seasonal inter-house competitions and trials, on dates to be agreed by the Parties and recorded in the Fixtures Agreement;

it being agreed between the Parties that the Fixtures Agreement will be revised annually by agreement and in accordance with 8.2 and Annexures 2, 2.1 and 2.2

- 3.27. "Wits Academic Term" an academic term as reflected in the University's official calendar, including examination periods
- 3.28. "Wits Sport" the University's sports administration department
- 3.29. "Works" the construction of the Facilities specified in 2.2

4. INTERPRETATION

4.1. In this Agreement:

4.1.1. an expression which denotes -

- 4.1.1.1. any gender includes the other genders;
- 4.1.1.2. a natural person includes a juristic person and *vice versa*;
- 4.1.1.3. the singular includes the plural and *vice versa*; and
- 4.1.1.4. a Party includes a reference to that Party's successors in title and assigns allowed at law;

4.1.2. the clause headings appearing in this Agreement are for reference purposes only and will not affect the interpretation of the subject matter of this Agreement;

4.1.3. the annexures to this Agreement form an integral part of the Agreement and will be read as if incorporated herein, provided that if there is any conflict between the Main Agreement and the annexures the meaning contained in the Main Agreement will take precedence, unless the annexure expressly indicates otherwise;

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4.1.5.4.1.4. any reference to any agreement, annexure or schedule will be construed as including a reference to any agreement, annexure or schedule amending or substituting that agreement, annexure or schedule;

4.1.6.4.1.5. any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning;

4.1.7.4.1.6. any reference to the provisions of law and any similar reference of general application will be construed to include both legislation and the common law, and any reference to legislation includes any statute, any regulations passed under any statute, as well as any public notice, ruling or similar legislative instrument passed or approved by a relevant authority with the requisite authority;

4.1.8.4.1.7. save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Signature Date) from time to time and will include any provisions of which they are re-enactments (whether with or without modification);

4.1.9.4.1.8. the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it;

4.1.10.4.1.9. wherever provision is made for the giving or issuing of any notice, application, submission, request, decision, consent, permission, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any person, unless otherwise specified, such notice, decision, consent, permission, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instruction or determination must be in writing and the words "notify", "apply", "submit", "request", "decide", "consent", "permit", "accept", "agree", "endorse", "approve", "certify", "instruct" or "determine" and other related expressions are to be construed accordingly;

4.1.11.4.1.10. references to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form;

4.1.12.4.1.11. when any number of days is prescribed, it will be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the first Business Day thereafter;

4.1.13.4.1.12. where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail;

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~~4.1.14.4.1.13.~~ expressions defined in this Agreement will bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

- 4.2. If any provision contained in this Agreement is inconsistent with any document relevant to the Agreement issued by either Party, this Agreement will prevail.
- 4.3. If any definition contains a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Agreement.
- 4.4. The expiry or termination of the Agreement will not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 4.5. The rule that an agreement will be interpreted against the party who drafted it will not apply to this Agreement.
- 4.6. Any reference to signature in this Agreement will mean a wet ink signature made by or on behalf of a person and will not include an electronic signature or an advanced electronic signature as defined in the Electronic Communications and Transactions Act, 2002 (Act No 25 of 2002) and "signed" will bear the same meaning as used in this Agreement.

5. DURATION

- 5.1. This Agreement will come into operation on the Signature Date and, subject to the provisions hereof, will subsist for twenty (20) years from the Effective Date.
- 5.2. The Parties will meet not less than eighteen (18) Months before the expiry date of the Agreement to discuss whether they wish to renew the Agreement and, if so, to agree on the terms of such renewal.
- 5.3. Notwithstanding anything to the contrary contained in this Agreement, either Party will be entitled on giving the other Party one (1) Calendar Year's notice, to terminate –
 - 5.3.1. one or more of the sports contemplated in this Agreement if:
 - 5.3.1.1. the University Council or the Board of Directors of Helpmekaar decides that provision of Facilities in respect of one or more sports should be discontinued; or
 - 5.3.1.2. the University Council decides that a Facility is required for another purpose; or
 - 5.3.1.3. either Party is prevented by reasons beyond its control from offering the sport;

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Provided that both Parties will make reasonable efforts to agree on and make available alternative facilities in replacement of any Facility terminated in accordance with this clause 5.3.1;

5.3.2. this entire Agreement, if:

5.3.2.1. the University Council or the Board of Helpmekaar decides that the University or Helpmekaar, as the case may be, will no longer participate in sport; or

5.3.2.2. either Party is prevented by reasons beyond its control from participating in sport.

5.4. If, during the term of this Agreement, the University offers a sport listed in Annexure 1 which it has previously discontinued, the University will again offer Facilities in respect of that sport to Helpmekaar, in accordance with the provisions of this Agreement.

5.5. If the Agreement is terminated in accordance with this clause or any sporting activity contemplated in this Agreement is discontinued the University will refund to Helpmekaar a *pro rata* portion of the consideration paid in terms of clause 9, calculated on the basis set out in 8.8.

5.6. The Parties record that the two grass hockey fields referred to in Annexure 1 may become unavailable to both of them during the course of this Agreement due to the proposed construction of the Nelson Mandela Children's Hospital on the property where such hockey fields are located, after which the cricket field at the WEC will be available for use as hockey fields, provided that it is not required for cricket. Clauses 5.3, 8.6, 8.7, 8.8 and 8.9 will not apply in respect of such unavailability.

6. GOOD FAITH

The Parties undertake to exercise absolute good faith towards each other in their performance of this Agreement.

7. CONSTRUCTION OF FACILITIES

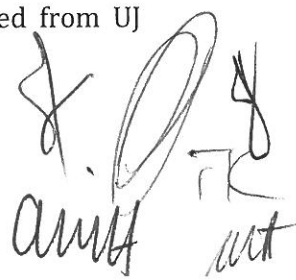
7.1. The Parties record that -

7.1.1. the University has procured the construction of the Astro in conformity with specifications published by the International Hockey Federation; and

7.1.2. The University is currently procuring confirmation of such conformity from UJ Sportslabs.

7.2. The University will provide Helpmekaar with -

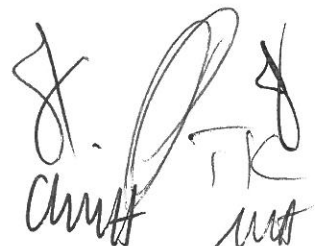
7.2.1. a certified copy of the certificate that the Astro conforms to the specifications referred to in 7.1.1 after it has been received from UJ Sportslabs; and



7.2.2. a full set of as built plans for both the Astro pitch and floodlights.

8. ACCESS TO AND USE OF THE FACILITIES

- 8.1. Helpmekaar will be entitled to use the Facilities for the sole purpose of playing sports. Helpmekaar will not use the Premises or Facilities or any part thereof, or allow the same to be used, for any purpose other than that specified in this clause, without the University's prior consent.
- 8.2. Helpmekaar will be entitled to access and use the Facilities only on the dates and during the hours specified in Annexures 2, 2.1 and 2.2 and the Fixtures Agreement or any amendment thereto, unless otherwise agreed by the University, provided that the Fixtures Agreement will be revised by the Parties annually and the Parties agree to act reasonably and use their best endeavours to reach agreement on the revised Fixtures Agreement, it being accepted by both Parties that the dates for matches and events in respect of each sport listed in Annexure 1 may become available at different times during the course of a year, resulting in the Fixtures Agreement having to be revised at different times in respect of each such sport. In determining Helpmekaar's access to and use of the Facilities at any time, the principles set out in Annexure 2 will be applied. If, notwithstanding the foregoing, the Parties are unable to reach agreement on such access and use, the matter will be referred to the University's Vice-Chancellor and Helpmekaar's Principal or their respective nominees for resolution.
- 8.3. The Parties record their intention to erect a sign at the Astro bearing the names of both of them, substantially in accordance with the sketch attached as Annexure 5. Notwithstanding 11.1.3.3 and 11.1.4, the University will not be obliged to permit Helpmekaar to display any other signs on its Precincts. Helpmekaar will however be permitted to bring temporary portable signs which have been approved by the University's sports administration on to the Precincts before matches, provided that such signs are dismantled and removed immediately thereafter.
- 8.4. The Parties will use their best endeavours to ensure that a pedestrian bridge is constructed across Jan Smuts Avenue, linking the sports fields of Helpmekaar and the University, landing on the private property of each of them at the most appropriate location, provided that –
- 8.4.1. all costs related to and as a consequence of the construction of such a bridge will be borne by Helpmekaar;
- 8.4.2. the construction and final position will be subject to the University's Spatial Development Framework, permission from the Johannesburg Roads Agency and such other regulatory approvals as may be required. Helpmekaar will be responsible for obtaining all necessary regulatory approvals and the University will support Helpmekaar's applications therefor and sign such consents as may be necessary;
- 8.4.3. Helpmekaar will not be entitled to use the bridge after termination or expiry of this Agreement, save with the express permission of the University; and



- 8.4.4. Helpmekaar will have no claim against the University for damages or otherwise arising from the termination of Helpmekaar's right to use the bridge in terms of 8.4.3.
- 8.5. Helpmekaar acknowledges that the University will, subject to the dates and the hours specified in Annexures 2, 2.1 and the Fixtures Agreement, granting use and access to Helpmekaar, be entitled to make Facilities available to other parties.
- 8.6. Notwithstanding any other provision in this Agreement and subject to the provisions of 8.7, should Helpmekaar have no or limited use or access to one or more Facilities for a period of more than
- 8.6.1. three (3) months during any rolling two year period, the period with which such no or limited use or access exceeds three months will be added to the Term; or
- 8.6.2. nine (9) months during any rolling two year period, Helpmekaar will be entitled to terminate and cancel the use of such Facility forthwith in terms of this Agreement and claim a refund of a portion of the consideration paid in terms of clause 9, on the basis set out in clause 8.8, pro rata to the remaining portion of the Term at the time of such cancellation.
- 8.7. In determining whether Helpmekaar has had no or limited access to a Facility for a specific period, the Parties will not take into account:
- 8.7.1. "out of season" periods when Helpmekaar would not ordinarily expect to have access to a Facility;
- 8.7.2. instances where Helpmekaar has decided not to use the Facility; or
- 8.7.3. limitation or exclusion of Helpmekaar's access to a Facility as a result of the conduct of Helpmekaar, its learners and / or invitees.
- 8.8. The refund payable in terms of clauses 5.5, 8.6.2 or 19.2 will be calculated in terms of the following formula:

$$A = \left(\frac{B \times C}{100} \right) \times \left(\frac{D}{E} \right)$$

Where:

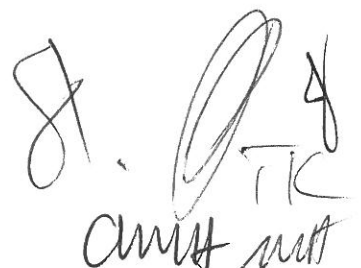
A = the amount to be refunded (including VAT);

B = the value or weight allocated to each Facility in 8.9;

C = R5 000 000.00;

D = the number of Months that remain until the date of expiry of the Agreement;

E = 240 months.



8.9. The weight or value allocated to each of the Facilities for the purpose of 8.8 is:

Astro - 50

Each of the hockey grass fields – 3 (6 in total)

Each of the cricket fields – 3 (6 in total)

The turf and artificial cricket nets at Sturrock Park – 3

The turf and artificial cricket nets at the WEC A – 3

The turf and artificial cricket nets at the Oval– 3

Each of the rugby fields – 7 (14 in total)

Each of the tennis courts – 2 (12 in total)

The squash courts – 1.5

The WEC swimming pool – 1.5.

9. CONSIDERATION

In consideration for being permitted the use of the Facilities during the term of this Agreement Helpmekaar will pay the University five million rand (R5 000 000) (including VAT), which sum will be paid to the University within thirty (30) days after the Signature Date .

10. OPERATION AND MAINTENANCE

10.1. The University will be responsible for management, maintenance and operation of the Facilities, including

10.1.1. cleaning the Facilities;

10.1.2. insuring the Facilities;

10.1.3. providing electricity, water, gas, oil or any necessary service to the Premises.

10.2. Both Parties will take reasonable steps to leave all the Facilities clean and tidy after use, so that it is fit for use by others and additional cleaning is not necessary.

10.3. The University will not provide additional security for the Facilities, which are used at Helpmekaar's own risk. Any additional security which Helpmekaar may require will be in consultation with the University and for Helpmekaar's account.

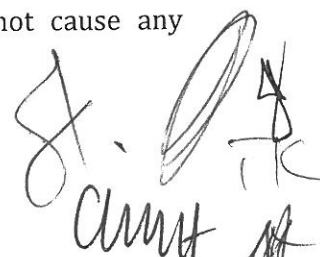
10.4. The University's obligations of maintenance will include repair and replacement of the surface of the Astro's synthetic turf hockey pitch when reasonably necessary.



11. HELPMEKAAR'S GENERAL OBLIGATIONS

11.1. Helpmekaar will:

- 11.1.1. provide the University with the names of its Personnel who reasonably require regular access to the University Precincts for the purposes of this Agreement, to whom the University will issue access cards and vehicle permits. Learners and their parents will not be entitled to access cards or vehicle permits. Learners must at all times be in school uniform or clearly identifiable training gear and accompanied by, and under the supervision and control of, at least one member of Helpmekaar's Personnel in possession of an access card while on the Precincts. At least one such member of Helpmekaar's Personnel must supervise and control learners at each Facility;
- 11.1.2. not contravene, or permit the contravention of -
 - 11.1.2.1. the Rules;
 - 11.1.2.2. any laws, including legislation, by-laws and regulations affecting the conduct of any activities on the University Precincts, in particular those relating to health and safety;
- 11.1.3. not -
 - 11.1.3.1. permit the accumulation of refuse on the Precincts save in the refuse bins provided for the purpose;
 - 11.1.3.2. interfere with electrical installations in the Premises;
 - 11.1.3.3. paint, affix or attach to the Facilities or any part of the Precincts any advertising signs or any other thing of any kind without the University's prior consent. If Helpmekaar commits a breach of this provision the University will be entitled to remove the offending item forthwith. If the University consents, the work will be done strictly in accordance with the University's specifications;
- 11.1.4. subject to 8.3, maintain any sign, decoration, lettering, advertising matter or other thing as may be approved by the University in good order, condition and repair at all times (and on termination of this Agreement or when required by the University remove any such sign, decoration, lettering, advertising matter and restore the Property to the same good condition as prior to the erecting of such sign, decoration, lettering, advertising matter). For avoidance of doubt, this Agreement does not confer on Helpmekaar naming rights in respect of any of the Facilities;
- 11.1.5. ensure that all Helpmekaar's Personnel, learners and invitees change clothes and retain their personal belongings in the area/s designated therefor (if any);
- 11.1.6. ensure that its Personnel, learners and invitees do not cause any nuisance to any other users of the Precincts;



11.1.7. not without the University's prior consent:

- 11.1.7.1. use any loudspeakers, computers, DVD or compact disc players, radios or other devices in a manner so as to be heard and/or seen outside the Premises or elsewhere on the Precincts;
- 11.1.7.2. prepare or sell any refreshments on the Precincts. If the University does consent to the sale of refreshments, the University's contracted caterers must be employed for this purpose;
- 11.1.7.3. sell any articles or conduct any fund-raising activities on the Precincts.

11.2. Helpmekaar acknowledges that the University's security personnel will be entitled to conduct searches of persons, vehicles and property on the Precincts.

12. INSURANCE

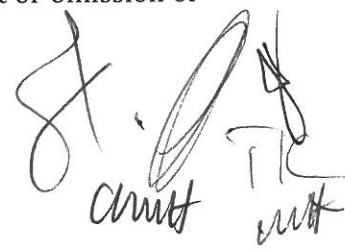
12.1. With effect from the Signature Date -

- 12.1.1. the University will be responsible for insuring the Facilities against damage or destruction;
- 12.1.2. Helpmekaar will be responsible for and will arrange the necessary insurance cover in respect of loss or damage to property of Helpmekaar and / or its Personnel, learners and invitees;
- 12.1.3. both Parties will maintain adequate public liability insurance, subject to and in accordance with 14.2.

12.2. The Parties will each provide proof of insurance required in terms of this Agreement to the reasonable satisfaction of the other Party, and will provide proof to the other Party that such insurance is still in force from time to time upon request.

13. INDEMNITY

- 13.1. Without prejudice to any of the rights of the University at law or in terms of any other provision of this Agreement, Helpmekaar hereby indemnifies and holds the University harmless from and against all actual or contingent losses, liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs) and expenses of any nature whatsoever which the University may suffer or incur as a result of or in connection with the conduct of Helpmekaar's activities on the Precincts, save where such loss, liability, damage, cost or expense is directly caused by the negligent or wilful act or omission of the University's Personnel, students or invitees.
- 13.2. Helpmekaar will be responsible for the cost of replacing or repairing any property of the University which is lost or damaged due to an act or omission of



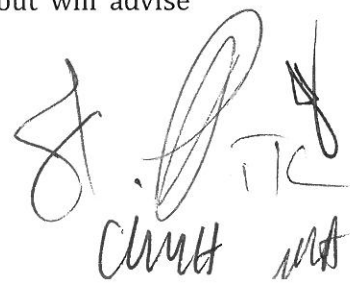
Helpmekaar's Personnel, learners or invitees, but will not be responsible for normal wear and tear.

14. EXEMPTION FROM LIABILITY

- 14.1. Provided that the University effects any repairs which it may be liable to effect within a reasonable time, Helpmekaar will not have any claim or right of action against the University for damages, loss or otherwise, by reason of the Facilities or the Property being in a defective condition or falling into disrepair or any particular repairs not being effected by the University.
- 14.2. The Parties record that each of them has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, and its Personnel (including, in the case of the University, its registered students during the course and scope of their registered courses) are insured within the scope of such Party's business, where fault can be attributed to such Party, its affiliates or their respective Personnel. Each Party's maximum liability arising from or in connection with any act or omission in terms of this Agreement will be limited, whether for a single event or multiple events, to the extent of its insurance cover herein.
- 14.3. The University will take all reasonable steps to ensure the supply of water and electricity to the Facilities, but the University will not be liable for any damage arising from any delay, inconvenience or damage suffered by Helpmekaar as a result of an interruption in the supply of these services for any reason whatsoever or for any period whatsoever.
- 14.4. The University will, however, endeavour to ensure that as little inconvenience as possible is caused to Helpmekaar. Helpmekaar will not withhold or defer payment of any amount due to the University nor will the University be liable for any damages as a result of any such inconvenience or interference with Helpmekaar's use of the Facilities.

15. BUILDING OPERATIONS

- 15.1. The University will be entitled at all times during the operation of this Agreement to complete or add to the buildings on the Precincts and to effect any repairs, alterations, improvements and additions (including new buildings whether or not linked) to the said buildings and for such purpose to erect scaffolding, hoardings and building equipment in, at, near or in front of the Facilities and also such devices as may be required by law or which the University's architect/s may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations, in such manner as may be reasonably necessary for the purposes of any of the works aforesaid. In exercising its above rights the University will give Helpmekaar at least three months' written notice of any material alterations, improvements or additions that may affect Helpmekaar's use of any of the Facilities for two weeks or more, and use its best endeavours to cause as little interference as possible with Helpmekaar's use of the Facilities. The University will be entitled to carry out necessary repairs without advance notice to Helpmekaar, but will advise

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Helpmekaar of repairs that may affect Helpmekaar's use of any of the Facilities as soon as reasonably possible.

- 15.2. Save as provided in 8.6, Helpmekaar will not have any claims of whatsoever nature against the University arising out of the exercise of any of the rights referred to in 15.1 and, in particular, but without derogating from the generality hereof, Helpmekaar will not have any right to any compensation or damages in respect of any loss or damage which Helpmekaar may suffer as aforesaid, including loss or damage which Helpmekaar may suffer as a result of damage to or interruption of use of the Facilities.

16. HEALTH AND SAFETY

- 16.1. If Helpmekaar fails at any time to comply with any health and safety requirement (whether required by law or imposed by the University, provided that such requirements imposed by the University are reasonably practicable, generally applicable to all persons who are allowed access to the Precincts and in compliance with the University's legal obligations in respect of health and safety) for the proper conduct of its activities on the Precincts (including failure to control behaviour of its Personnel, learners or invitees which constitutes a safety risk), the University will immediately notify Helpmekaar thereof and will give Helpmekaar seven (7) days' notice (or such shorter or longer period as may be reasonably practicable in the circumstances) to rectify the non-compliance. Failure by Helpmekaar to rectify the non-compliance will be a breach by Helpmekaar of its obligations under this Agreement, and the University will be entitled (without prejudice to any other rights the University may have in terms of 20 or in law) to suspend the operation of this Agreement in respect of the sport/s in question with immediate effect until the University, acting reasonably, is satisfied that Helpmekaar has taken the necessary steps to ensure compliance with the requirement/s in question.
- 16.2. Helpmekaar will, to the extent applicable, and in particular at Tournaments hosted by Helpmekaar on the Precincts, comply with the Safety at Sports and Recreational Events Act, 2 of 2010.
- 16.3. Helpmekaar will be responsible for providing first aid to any of its Personnel, learners and / or invitees who may be injured in the course of Helpmekaar's activities on the University Precincts, and will ensure that it has adequate first aid equipment available at all times. The University may, but is not obliged to, assist in providing such first aid.

17. RULES

- 17.1. Whenever any of Helpmekaar's Personnel, learners and/or invitees are present on the Precincts Helpmekaar must ensure that such persons comply with -
- 17.1.1. the Rules; and
- 17.1.2. any instructions from the Director: Campus Control or the Director: Legal Services.



- 17.2. Helpmekaar must pay to the University any charges levied by the University for the use or purchase of identification tags, access cards and vehicle parking permits.
- 17.3. The University may require Helpmekaar to effect the immediate removal from the Precincts of any Personnel, learner or invitee of Helpmekaar, or any person acting on behalf of Helpmekaar, if the University in its sole, but reasonable, discretion deems it in the interests of the University that such person be removed. Helpmekaar must ensure that that person does not return to the Precincts without the University first having given Helpmekaar its consent for that person to return, which consent will not be withheld unreasonably .
- 17.4. This clause 17 will not be construed as implying that the University assumes any liability which it would not otherwise have had in connection with the subject matter of any rule, regulation or instruction referred to herein.

18. PARKING

- 18.1. Helpmekaar will -
 - 18.1.1. ensure that no vehicles driven by its Personnel, learners, spectators or invitees will obstruct the free flow of traffic, the entrances or exits of driveways or the pedestrian entrances to any buildings on the Precincts;
 - 18.1.2. purchase parking permits from the University, where reasonably required, and comply with all the Rules relating to parking on the Precincts;
 - 18.1.3. furnish the University with its and its Personnel's vehicle registration numbers within 5 (five) days after the Effective Date and thereafter notify the University of any changes thereof within 5 (five) days after such changes occur;
 - 18.1.4. make prior arrangements with the University's Campus Control division for access of and parking for buses on the Precincts;
 - 18.1.5. ensure that its Personnel, spectators and invitees park their vehicles only in the parking areas designated for their use. If Helpmekaar's Personnel or invitees fail to park in the designated parking areas, Helpmekaar hereby authorises the University to tow away and / or clamp any of Helpmekaar's vehicles, or vehicles belonging to Helpmekaar's Personnel or invitees and / or to attach violation stickers or notices to such vehicles, without prejudice to any other rights which the University may have in terms of this Agreement or in law.
- 18.2. Helpmekaar acknowledges that the University does not guarantee that parking facilities will be available to each and every vehicle for which Helpmekaar requires parking, at all times.

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18.3. The University will have the right from time to time –

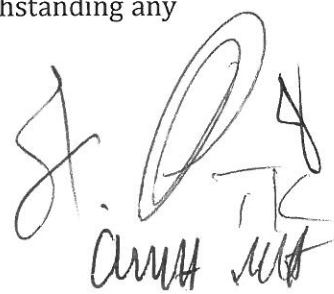
- 18.3.1. to change the area, level, location and arrangements of parking areas and other facilities;
- 18.3.2. to restrict parking by Helpmekaar's Personnel, spectators, learners and invitees to specified parking areas,
- 18.3.3. to enforce parking charges (by operation of meters or otherwise), at not more than the rates imposed on the University's Personnel, students and other visitors;
- 18.3.4. to close temporarily or permanently all or any portion of the parking areas or Facilities; and
- 18.3.5. to do and perform such other acts in and to said areas as the University will determine.

19. DAMAGE TO OR DESTRUCTION OF FACILITIES

- 19.1. If any of the Facilities is completely destroyed or is so damaged as to render it entirely unusable to the extent that such Facility will have to be rebuilt for future use, the University will be entitled to terminate this Agreement in respect of such Facility, by notice to Helpmekaar within sixty (60) days after the destruction or damage. If no such notice is given by the University, this Agreement will not be terminated in respect of such Facility and the University will proceed expeditiously with the work of rebuilding the Facilities.
- 19.2. Neither Party will have any claim for losses or damages against the other arising from the operation of this clause unless such damage or destruction was due to the fault of one of the Parties; nor will Helpmekaar have any claim for losses or damages against the University following a failure by the University to rebuild or repair Facilities timeously or at all, provided that if any of the Facilities is so destroyed or rendered unusable Helpmekaar will:
 - 19.2.1. be entitled to a refund of a portion of the consideration paid in terms of clause 9, calculated in accordance with clauses 8.8 and 8.9, if the University cancels this Agreement in terms of clause 19.1; and
 - 19.2.2. be entitled to exercise the rights provided for in clauses 8.6 to 8.9, if the University does not cancel this Agreement within the 60 days provided for in clause 19.1.

20. BREACH

- 20.1. If either Party ("the Defaulting Party") commits or permits the commission of a material breach of any of the terms of this Agreement and fails to remedy such breach within ten (10) Business Days (or such shorter period as may be reasonable in the circumstances) after having been called upon by notice so to do, the other Party ("the Aggrieved Party") will be entitled, notwithstanding any previous waiver or anything to the contrary herein contained:



- 20.1.1. to claim immediate specific performance of any or all of the Defaulting Party's obligations under this Agreement; or
- 20.1.2. (either as an alternative to a claim for specific performance or upon the abandonment of such a claim) to cancel this Agreement. Notice of such cancellation will be given to the Defaulting Party and the cancellation will take effect on the giving of such notice.
- 20.2. If any breach of this Agreement is not a material breach the Defaulting Party will immediately take steps to remedy that breach when called upon to do so by the Aggrieved Party.
- 20.3. Subject to 20.4, failure to remedy a non-material breach will not be grounds for cancellation of this Agreement and the Aggrieved Party will only be entitled to claim damages from the Defaulting Party. A material breach is one expressed so to be in this Agreement or which goes to the root of this Agreement.
- 20.4. Notwithstanding anything to the contrary contained herein, if a Party breaches its obligations hereunder (whether material or non-material) on more than twelve (12) occasions in a Calendar Year, the other Party will be entitled to terminate this Agreement.
- 20.5. The exercise by the Aggrieved Party of the rights referred to in this clause 20 will not prejudice its right to recover damages from the Defaulting Party by reason of such breach or any other rights which the Aggrieved Party may have in terms of this Agreement or in law.

21. COSTS

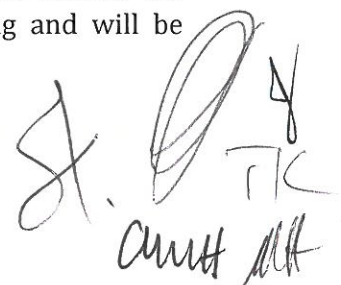
Each Party will be responsible for its own legal costs incurred in the preparation and execution of this Agreement.

22. DISPUTES

All disputes between the Parties will be determined in accordance with the provisions of this clause 22.

22.1. Informal resolution

- 22.1.1. Within a period of fourteen (14) days after the date on which the dispute arose ("the Dispute Date") the Parties will meet to discuss the dispute and will endeavour to resolve the dispute amicably. Each Party undertakes at such meeting to make full disclosure to the other of all information and records relating to the dispute.
- 22.1.2. If the Parties are unable to resolve the dispute in terms of 22.1.1 within thirty (30) days from the Dispute Date the dispute will be referred to the Vice-Chancellor or a Deputy Vice-Chancellor of the University and the Principal of Helpmekaar or their respective duly appointed representative/s, who will use their best endeavours to resolve the dispute. Their determination will be final and binding and will be carried into effect by the Parties.



22.2. Formal resolution

If the individuals described in 22.1.2 fail to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may institute action in the South Gauteng High Court, Johannesburg, unless the Parties agree to resolve such dispute by arbitration in terms of a separate arbitration Agreement.

22.3. Interim Relief

Nothing in this clause 22 will preclude a Party from seeking interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of 22.2.

22.4. Determination by expert

If the Parties are unable to agree solely on the amount payable by either Party to the other in terms of any provision of this Agreement, the matter will be submitted for determination by an independent adjudicator agreed on by the Parties or, failing agreement, a chartered accountant appointed for the purpose at the instance of either Party by the President for the time being of the Public Accountants' and Auditors Board (Gauteng). The independent adjudicator will act as an expert and not as an arbitrator, and, absent manifest error, his determination will be binding on the Parties.

22.5. General

22.5.1. The successful Party will, in each of the methods of dispute resolution provided for above, be entitled to be awarded a full indemnity for all the costs reasonably incurred by that Party, including attorney and own client costs.

22.5.2. The provisions of this clause 22 will survive the termination of the Agreement.

23. MISCELLANEOUS MATTERS

23.1. Address for correspondence

23.1.1. Any correspondence (other than a notice contemplated in 23.2) in connection with this Agreement may be addressed:

23.1.1.1. in the case of the University, to:

Physical Address

Sports Administration offices
1 Jan Smuts Avenue
Braamfontein
Johannesburg

Postal Address

Private Bag 3
Wits
2050

Electronic mail address: Marius.henn@wits.ac.za
with a copy to gill.dawson@wits.ac.za

marked for the attention of the Director: Sports
Administration

23.1.1.2. in the case of Helpmekaar, to:

Physical Address

Melle Street
Corner of Empire Road and Jan Smuts Avenue
Braamfontein

Postal Address

P O Box 32109
Braamfontein
2017

Electronic mail address: ksk@helpmekaar.co.za
with a copy to christaviljoen@helpmekaar.co.za

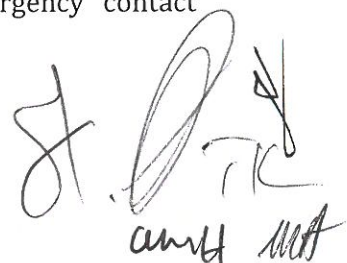
marked for the attention of the Principal.

23.1.2. The notice will be deemed to have been duly given:

- 23.1.2.1. seven (7) days after posting, if posted by registered post to the Party's address in terms of this sub-clause;
- 23.1.2.2. on delivery, if delivered to the Party's physical address set out in 23.1.1;
- 23.1.2.3. on despatch, if sent to the Party's then fax number or electronic mail address set out in 23.1.1 and confirmed by registered letter posted no later than the next business day;

unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

23.1.3. Notwithstanding 23.1.2, the Parties acknowledge that Helpmekaar closes for School Holidays at certain periods of the year, and notices directed by the University to Helpmekaar during School Holidays may not always come to the attention of the addressee within the times set out in 23.1.2. Accordingly Helpmekaar undertakes to notify the University's Director: Sports Administration of emergency contact



details (which may include cellphone numbers) before the beginning of each School Holiday.

- 23.1.4. A Party may change its address for this purpose to another address in the Republic of South Africa, by notice to the other Party.
- 23.1.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address in terms of 23.1.1. In particular, a written notice or communication delivered during School Holidays to a member of Helpmekaar's Personnel on the University Precincts or a person whose emergency contact details have been provided in terms of 23.1.3 will be deemed to be adequate notice or communication for the purpose of this clause 23.1.
- 23.1.6. All notices and correspondence in connection with this Agreement will be in the English language.

23.2. Address for Service of Legal Documents

- 23.2.1. The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*):

23.2.1.1. The University :

Office of the Director: Legal Services
5th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg

23.2.1.2. Helpmekaar :

Office of the Uitvoerende Hoof
Helpmekaar Kollege
Melle Street
Corner of Empire Road and Jan Smuts Avenue
Braamfontein
Johannesburg

- 23.2.2. A Party may change its address for this purpose to another physical address in the Republic of South Africa at which legal process can be served, by notice to the other Party.

23.3. Entire Agreement

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.



23.4. No Representations

No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

23.5. Variation, Cancellation and Waiver

No addition to or variation of any clause of this Agreement (including this clause 23.5), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

23.6. Indulgences

If either Party at any time breaches any of its obligations under this Agreement, the other Party ("the Aggrieved Party"):

23.6.1. may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the Aggrieved Party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right. In particular, acceptance of late performance will be provisional only, and the Aggrieved Party may still exercise that right during that period;

23.6.2. will not be estopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that it may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

23.7. Applicable Law

This Agreement will be interpreted and implemented in accordance with the law of the Republic of South Africa.

23.8. Jurisdiction

The Parties consent to the jurisdiction of the South Gauteng High Court, Johannesburg.

23.9. Cession and delegation

Neither Party may cede any of its rights or delegate any of its obligations under this Agreement without the other Party's prior consent.

23.10. Severability

If any provision of this Agreement is invalid, unenforceable or illegal, the remaining provisions of this Agreement will be deemed to be severable therefrom and will continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

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23.11. Costs

Each Party will bear its own costs relating to the negotiation, preparation and signature of this Agreement.

Signed on behalf of the University:


Name: ADAM HABIB

Designation: VICE-CHANCELLOR

Date: 22/05/2014

Place: JOHANNESBURG

Witness: Jacdie Tollemache 



Signed on behalf of Helpmekaar :

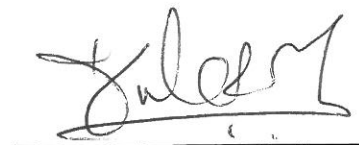
Name: Derek van der Merwe

Designation: Chairperson, Board of Directors, Helpmekaar

Date: 23-05-2014

Place: Johannesburg

Witness: Wim Harrell
Moray van Aardt



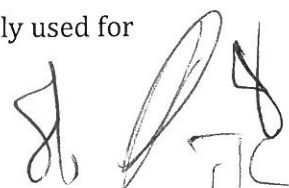
ANNEXURE 1

FACILITIES

SPORT	FACILITY	Reference number on Annexure 4
Hockey	The Astro 2 grass fields (until used for construction of the Nelson Mandela Children's hospital, after which the WEC cricket field will be available)	a b / ba
Cricket	Two (2) fields (excluding the Oval) Turf and artificial cricket net areas at Sturrock Park Turf and artificial cricket net areas at WEC A Turf and artificial cricket net areas at the Oval If turf nets are not available due to inclement weather conditions, artificial nets must be used.	d, e d e f
Rugby	2 fields	g
Squash	6 courts	i
Swimming	Swimming pool at WEC	j
Athletics	Track and Field	
Tennis	6 courts	h

Use of the Facilities will include (on the days and at the times specified in this Agreement only):

- access to changing, toilet and ablution facilities on weekdays during sports practices;
- the use of changing, toilet and ablution facilities situated in the vicinity of the sports facilities and normally used together with such sports facilities on weekends;
- use of the Astro club house and cricket club house on match dates only. Access to any other club houses will be by prior arrangement, under supervision of Wits Sport and at Helpmekaar's cost;
- reasonable access to Facilities through the normal access gates and roads normally used for such sport facilities;


 amh mlt

- space and facilities for match officials, score keepers and paramedic staff, including Weekend Matches and School Events;
- reasonable parking; and
- such lockable storage facilities as may be available from time to time for storage of Helpmekaar's equipment used in connection with the specific sport, provided that Helpmekaar will be responsible for providing its own locks and removing the equipment at the end of the match or practice in question.

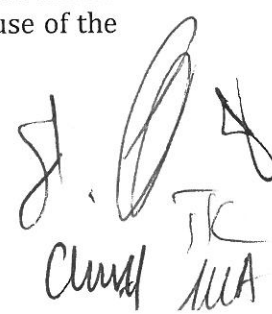
For avoidance of doubt, the University will not be required to provide more or better facilities / services to Helpmekaar in respect of any sport than it provides to its own Personnel and students.

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ANNEXURE 2

USE OF THE FACILITIES

1. The Fixtures Agreement will be determined and agreed between the Parties annually in accordance with the provisions of clause 8.2 of the Main Agreement and this Annexure 2.
2. Helpmekaar and the University will exchange the dates of Helpmekaar's School Terms and the University's Terms for the following Calendar Year by no later than the first week of November each year.
3. As soon as the Parties are aware of their schedules and league and other match fixtures for any sport for the following Calendar Year they will meet with a view to agreeing on the allocation of Facilities in respect of such sport during that year.
4. In determining Helpmekaar's access to and use of the Facilities at any time, the principles set out below will be applied.
 - 4.1. While the University will try to accommodate Helpmekaar's requirements, Helpmekaar acknowledges that the University's requirements will take precedence at all times where the University requires a Facility for league home fixtures.
 - 4.2. Subject to 4.1, Helpmekaar's school league home fixtures on weekday afternoons and Saturday mornings will be given preference provided that Helpmekaar has given Wits Sport at least 30 (thirty) days' notice of such fixtures, which notice will be sufficient to entitle Helpmekaar to use the Facility even if the specific fixture has not been included in the Fixtures Agreement.
 - 4.3. University match fixtures other than league home fixtures described in 4.1 will be given preference on weekday afternoons or Saturday mornings if Helpmekaar has not given Wits Sport 30 (thirty) days' notice of a fixture as contemplated in 4.2.
 - 4.4. Scheduled match fixtures, of which the other party has received at least 30 (thirty) days' notice, will be given preference over training or practice sessions ("Practices").
 - 4.5. Helpmekaar's scheduled Practices on the days and at the times documented in the Fixtures Agreement will be given preference over the University's Practices. At all other times the University's Practices will be given preference over Helpmekaar's Practices.
 - 4.6. Helpmekaar's weekend fixtures must finish, and the Facilities must be vacated, by 12h00 on Saturdays in the absence of specific agreement to the contrary. During the week practices and matches must be completed by the times set out in the schedules.
 - 4.7. School Events will be held during agreed Block Weeks only. Only two Block Weeks will be scheduled per calendar year unless Wits Sport specifically agrees otherwise.
5. Helpmekaar acknowledges that in respect of cricket practice nets/facilities, tennis, squash and swimming it will not be entitled to the exclusive use of a Facility at all times and will co-operate with other users of the Facility. When either Party hosts a league or other match fixture for any of the sports listed in this clause 5, that Party will have exclusive use of the Facility in question.

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6. Helpmekaar will take all reasonable care to ensure that its presence and sporting activities do not disrupt normal University activities in any way. Wits Sport will notify Helpmekaar as soon as it has received notice of dates and times of examinations in locations that are situated in the vicinity of any of the Facilities.
7. Nothing contained herein will prevent the Parties from agreeing on an *ad hoc* basis on –
 - 7.1. the use by Helpmekaar of additional facilities from time to time; or
 - 7.2. the additional use of Facilities over and above the use specified in Annexure 2.1.Such use will be subject to the provisions of the Main Agreement and at the University's charges prevailing at the time.
8. The generic schedules contained in Annexures 2.1 and 2.2 are not binding on the Parties and will be used as a guideline only. Specific match and other use dates will be agreed annually and set out in the Fixtures Agreement in accordance with the provisions of clause 8.2 of the Main Agreement, this Annexure 2 and Annexures 2.1 and 2.2.
9. Representatives of the Parties will meet regularly to review the operation of the Agreement.



TK



Christina

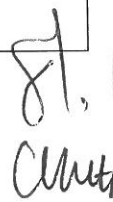

ANNEXURE 2.1

HELPMEKAAR KOLLEGE – GENERAL YEAR PROGRAMME





School term use and weekend use

SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Boys Hockey	Synthetic Turf	March - August	Tuesday	14:15-17:30	March	First Weekend: - Friday	14:15-17:00
			Wednesday	14:15-18:00		- Saturday	08:00-12:00
			Thursday	14:15-15:30			
			Friday	14:15-15:30			
	2 grass fields (exact location dependent on Nelson Mandela Children's Hospital development)				March - August	Home Match Saturday	08:00-12:00
		March - August	Tuesday	14:15-17:30	March	First Weekend: - Friday	14:15-17:00
			Wednesday	14:15-18:00		- Saturday	08:00-12:00
			Thursday	14:15-15:30			
					March - August	Home Match Saturday	08:00-12:00

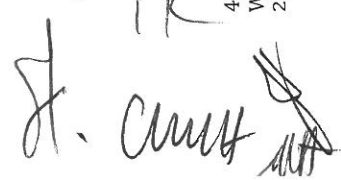
SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Girls Hockey	Synthetic Turf	March - August	Tuesday	14:15-17:30	March	First Weekend: - Friday	14:15-17:00
			Wednesday	14:15-15:30		- Saturday	08:00-12:00
			Thursday	14:15-15:30			
	2 grass fields (exact location dependent on Nelson Mandela Children's Hospital development)				March - August	Home Match Saturday	08:00-12:00
		March - August	Tuesday Wednesday Thursday	14:15-17:30 14:15-15:30 14:15-15:30	March - August	Home Match Saturday	08:00-12:00
Cricket	2 fields: Turf nets at Sturrock Park	January	Tuesday	14:15-15:30			
		February	Thursday	14:15-18:00			
	Turf Nets at WEC A: Turf nets at Oval (Practice)	September	Tuesday	14:15-15:30			
		October	Thursday	14:15-18:00			
		November					

SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Cricket	2 fields (matches)	January	Wednesday	14:15-18:00	February - August	Home match Saturday	
		February					
		September	Wednesday	14:15-18:00	1 September - 15 October	Home match Saturday	
		October					
		November					
Rugby	2 fields	March - August	Tuesday Wednesday Thursday	14:15-15:30 14:15-18:00 14:15-18:00	March - August	Home match Saturday	8:00-12:00
		January - March	Friday	14:10-17:00	January	2nd Saturday	9:00-12:00
		January February March	Tuesday Wednesday Thursday	14:10-15:35			
Squash (girls)							









SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Squash (boys)		May - July	Monday	14:10-17:00			
			Friday				
		May	Tuesday	14:10-15:35	May	2 nd Saturday	9:00-12:00
		June	Wednesday				
Squash (mixed)		July	Thursday				
		September - October	Friday	14:10-17:00			
		September October	Tuesday	14:10-15:35			
			Wednesday				
			Thursday				


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SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Athletics	Track and Field	January	First Monday	13:00-15:30	January	Second or third Saturday	
		January - February	Monday Tuesday Wednesday Thursday	14:15-15:30			
		September	First Friday (subject to campus schedule)	8:00-17:00	September	One day	
		September - October	Monday Tuesday Wednesday Thursday	14:15-15:30			
		January - March	Tuesday	14:00-17:30	February	Friday	14:00-18:00
Tennis (girls)	6 courts	September - November	Thursday	14:30-15:30	September	Friday Saturday	14:00-18:00 8:00-12:00

SPORT	FACILITY	School Term Use (Practices and Matches)			Dates for Weekend Matches		
		Month	Day(s)	Time	Month	Day(s)	Time
Tennis (boys)	6 courts	<u>Winter:</u>					
		May - August	Friday	14:00-17:30			
		<u>Practice (all year):</u>					
		January - November	Tuesday	14:00-15:30			
Swimming	WEC						

ANNEXURE 2.2

HELPMEKAAR KOLLEGE – GENERAL YEAR PROGRAM

School Events

- i) The Pre-Season preparation, practice and training camp as defined in clause 3.19(i), will be scheduled as follows:
 - a) During one Block Week for all summer sports; and
 - b) During one Block Week for all winter sports.
- ii) The Workshop, training clinic or competition as defined in clause 3.19(ii)a or the Tournament as defined in clause 3.19(ii)b will be scheduled as follows:
 - a) During one Block Week for all summer sports; and
 - b) During one Block Week for all winter sports.

For the purpose of School Events Helpmekaar will have access to the Facilities listed below at the following times:

Sport	Facilities	Time
Hockey	Synthetic turf	08h00 – 16h00
	Grass fields	08h00 – 16h00
Cricket	2 fields	08h00 – 17h00
	Turf nets at Sturrock Park	08h00 – 17h00
	Turf nets at WEC A	08h00 – 16h00
	Turf nets at Oval (Practice)	08h00 – 16h00
Rugby	2 fields	08h00 – 17h00
Squash	6 squash courts	08h00 – 17h00
Athletics	Track and field	09h00 – 16h00
Tennis	6 tennis courts	08h00 – 17h00



Handwritten signatures and initials, including 'ITK' and 'MA'.

ANNEXURE 3

FIXTURES AGREEMENT FOR THE YEAR

Helpmekaar will be entitled to the use of the specified Facilities on the dates set out below during the year 20...

1. HOCKEY

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

Date:

For Helpmekaar Kollege

Name:

Designation:

Date:


Handwritten signatures and initials, including 'TK' and 'MKT'.

Fixtures Agreement

2. CRICKET

Helpmekaar acknowledges that it will not be entitled to the exclusive use of a Facility at all times and will co-operate with other users of the Facility to ensure that all parties enjoy maximum and uninterrupted use thereof. For example, Helpmekaar may not have the use of all cricket nets at all times.

Schedule

[illegible]

Signed:

For the University of the Witwatersrand,
Johannesburg

Name: _____

Designation:

Date:

For Helpmekaar Kollege

Name: _____

Designation:

Date: _____

St.  TC
AmH

Fixtures Agreement

3. RUGBY

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

Date:

For Helpmekaar Kollege

Name:

Designation:

Date:


H. A. Curran

Fixtures Agreement

4. SQUASH

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

Date:

For Helpmekaar Kollege

Name:

Designation:

Date:

Handwritten signatures and initials in the bottom right corner, including a large signature and the letters 'TIC'.

Fixtures Agreement

5. ATHLETICS

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

Date:

For Helpmekaar Kollege

Name:

Designation:

Date:


J. P. T. K.
Clum

Fixtures Agreement

6. TENNIS

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

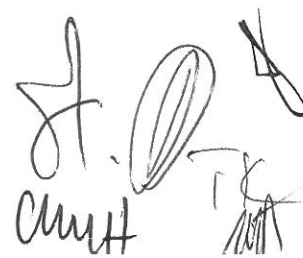
Date:

For Helpmekaar Kollege

Name:

Designation:

Date:

Handwritten signatures and initials in black ink, including a large stylized signature and several smaller initials.

Fixtures Agreement

7. SWIMMING

Helpmekaar will –

1. provide its own lifeguard facilities at the pool at all times;
2. not use more than 50% of lanes in the pool at any time during training and practice sessions.

Schedule

DATE	DAY	TIME	FACILITY	COMMENTS

Signed:

For the University of the Witwatersrand,
Johannesburg

Name:

Designation:

Date:

For Helpmekaar Kollege

Name:

Designation:

Date:



Handwritten signature and initials, possibly reading 'J. P. K.' and 'C. M. M.' below it.

ANNEXURE 4

PLAN OF THE PROPERTY AND THE PREMISES



ANNEXURE 4: Plan of the Property and the Premises

ANNEXURE 5

PROPOSED SIGN TO BE ERECTED AT THE ASTRO

Sign type *C series* - identification
Custom Framed Chroma-dek panel
fitted to dugout



Chroma-dek panels with
Coast Blue Vinyl
overlay mounted to
steel frame

Vinyl cut out white



			
Date Drawn: 20.05.2012 Drawing Number: WITS-248 Drawn by: K. M. M. M. M.	Client: Wits Project: Hockey Field-2	Name: _____ Date of sign off: _____	Sign off by: _____
Wits University, 2400 Leinster Road, Midrand, Gauteng, South Africa Tel: 011 450 0744 Fax: 011 450 0744 Email: signage@wits.ac.za Web: www.wits.ac.za			

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[Handwritten signatures and initials]