



CITY OF CAPE TOWN | ISIXEKO SASAKAPPA | STAD KAAPSTAD

THIS CITY WORKS FOR YOU

## MEMORANDUM OF AGREEMENT REGARDING THE USE OF LAND

Entered into between

**City Of Cape Town**  
(hereinafter referred to as “the City”)

And

**streetfootballworld gGmbH**  
(hereinafter referred to as “sfw”)

Whereas the City agrees to permit sfw to use an area of land owned by the City and whereas sfw undertakes to use the land on the terms and conditions set out below.

### 1 THE LAND

The Land which the City agrees to permit sfw to use is a portion of the Harare Precinct 3 in Khayelitsha as outlined in the Annexure A (Khayelitsha FFH Centre Location VPUU 20080911.pdf).

### 2 DURATION OF AGREEMENT

This Agreement commences on 01 April 2009 and shall remain in force for a period of five (5) years. This period may be extended by sfw for a further period of five years, subject to such terms and conditions as the parties may agree.

### 3 USE OF THE LAND

- 3.1 The land shall be used as a Football for Hope Centre, which will include a small sized artificial turf football pitch (20x40m) and a community building to accommodate the associated social programmes.
- 3.2 The land shall not be used for any other purpose without the prior written consent of the City.

## **4 SERVICES AND TAXES**

- 4.1 All the municipal services up to the boundaries of the designated piece of land shall be at the cost of the City as to standard procedures. All connections and services situated on the land shall be installed as part of the Football for Hope Centre at the cost of sfw.
- 4.2 The City shall be liable for the payment of all taxes, duties or levies which may become payable in respect of the land during the term of agreement.

## **5 IMPROVEMENTS**

- 5.1 sfw undertakes to effect the improvements to the land, which are detailed in the Site Development Plan approved by the City Of Cape Town. The Site Development Plan is Annexure B to this Agreement.
- 5.2 The City shall at its cost install the sub-base for the artificial turf field in terms of the specifications which have been approved by the City in the Site Development Plan.
- 5.3 Any building and improvements including the artificial-turf football pitch shall become the property of the City after finalisation of and the final approval of the construction works. Furthermore, the City shall not under any circumstances be liable to reimburse sfw for the costs of any of the improvements to the land.

## **6 MAINTENANCE OF THE LAND AND BUILDINGS**

If at any time during the duration of this Agreement, the City discovers that the land, and or any buildings, fencing, light, service reticulations and or football pitch are in a defective state of repair and that the cause thereof can be attributed to neglect or omission by either sfw and or Grassroot Soccer (or any successor organisation managing the Centre) then in such event the City shall be entitled to give sfw thirty (30) days written notice to rectify at its cost the defect(s). If sfw for any reason whatsoever, fails to rectify the defect(s) within thirty (30) days, the City will be entitled to give sfw the notice of breach envisaged in terms of Clause 9.1 of this Agreement.

To avoid ambiguity the Parties have agreed that the defect(s) referred to in this Clause relate to those defects, which are not covered under the insurance taken out by the City in respect of the buildings and the artificial-turf football pitch situated on the land.

## **7 TERMINATION OF AGREEMENT**

All parties shall have the right to forthwith terminate this Agreement in the event that written notice of cancellation has been given by the respective party under the Football for Hope Management Agreement.

## **8 FREE USE OF LAND**

The City agrees that the use of the land by sfw will be free.

## **9 BREACH**

- 9.1 Should either party breach or fail to comply with any term or condition of this Agreement then the party aggrieved shall give the defaulting party written notice to rectify such breach within thirty (30) days of dispatch of such notice.

- 9.2 In the event of the defaulting party failing to rectify its breach within thirty (30) days of the dispatch of such notice, the aggrieved party shall be entitled to give written notice of cancellation of this Agreement to the other party without detriment to any other remedy available to the aggrieved party. Such cancellation shall take effect upon dispatch of such notice to the other party.

## 10 Use of rights and claims

- 10.1 The City of Cape Town does not have the rights to use a logo, brand, trademark or other insignia or signs of FIFA, including Football for Hope or the Football for Hope “20 Centres for 2010” marks, or of streetfootballworld, without the written approval of FIFA or streetfootballworld respectively.

- 10.2 The City of Cape Town will not make any claims against FIFA.

## 11 DOMICILIUM CITANDI ET EXECUTANDI

The City chooses Domicilium citandi et executandi at the following address:

The City:                               the City Of Cape Town  
Civic Centre  
12 Hertzog Boulevard  
CAPE TOWN 8001

sfw chooses Domicilium citandi et executandi at the following address:

sfw:                                       streetfootballworld gGmbH  
Waldenserstr. 2-4  
10551 Berlin, Germany  
fax +49 30 78006245

## 11 GENERAL CONDITIONS

- 11.1 No alteration, cancellation, variation of or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the City and sfw or their duly authorised representatives.
- 11.2 This Agreement constitutes the entire Agreement between the parties hereto and neither of the parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 11.3 No extension of time or other indulgence granted by either party to the other in respect of either of the parties' obligations will constitute a waiver of either of the parties' right to enforce compliance with the term of this Agreement. Neither shall it constitute a novation of this Agreement.

