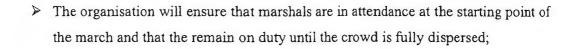
# MEMORANDUM OF AGREEMENT

Between	
herein represe	enting, and duly authorised thereto, on behalf of
• • • • • • • • • • • • • • • • • • • •	
(hereinafter c	alled the organisation)
Address:	
Telephone:	
and	
and	
	le person in terms of the Regulation of Gatherings Act No. 205 of 1993
(hereinafter c	alled the Act)
Address:	
Telephone:	



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





	It is agreed that all marshals will be identified as follows:			

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

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

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



7.	Transport.	Transport Arrangements		
	The organisation undertakes that it will make proper and adequate transport available			
	to participar	to participants and marshals to and from the event and confirms hereby that at least		
	t	busses and/or taxi busses will be available for the purpose of		
	transporting	transporting same at the place where the participants are intended to disperse.		
8.	Communic	Communication Equipment		
	In order to e	ensure proper crowd control, the organisation will arrange for the following		
	communica	communication equipment to be available:		
	[] Loud	[] Loudhailers		
	[] Two	[] Two-way radios (walkie talkies)		
9.	Toilet Facil	lities, Water Points and First Aid Stations		
	It is agreed	that the anticipated crowd necessitates the following to be made available:		
	[]	temporary toilets to be supplied by		
	[]	water points to be supplied by		
	[]	first aid stations to be supplied and manned by		



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

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

### 11. Wearing of Disguises

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

#### 12. Apparel

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



# 17. Contact Persons

18.

The organisation has appointed						
	respectively to be the Convener and Deputy Convener of this event and they shall both					
		at all times be present and act as contact persons during the event and the said				
		hereto acknowledge that they are responsible				
	for ensuring compliance by the Organisat	ion with all the terms and conditions hereof.				
18.	Whole Agreement					
	The parties hereto agree that this agreeme	ent contains the full content of their				
	negotiations and that no further terms or	conditions have been agreed upon other than				
	as contained herein. Further, the parties acknowledge that no misrepresentations,					
	warranties, undertakings of the like other than what is contained in this agreement,					
	have caused them to enter herein.					
	The parties hereto agree that any variations or amendments to this agreement shall					
	only be valid and binding in the event of such variation or amendment being reduced					
	to writing and signed on behalf of both parties.					
Signe	ed at on this	day of20				
,						
Witness		On behalf of Organiser				
Witness		Responsible Person				
Deputy Convener		Convener				

