

MEMORANDUM OF AGREEMENT

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

.....
(hereinafter called the organisation)

Address:
.....
.....
.....

Telephone:

and

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

Address:
.....
.....
.....

Telephone:

1. Memorandum of the agreed basis on which provision is granted for the march(es) and gathering(s) (hereinafter called the "event") which is scheduled to take place on at
and along the following route
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.....
.....
.....
.....
.....
.....
.....
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. **Marshals**
The organisation will ensure sufficient and effective marshalling for crowd control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd of participants will thus necessitate at least marshals.

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

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

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

7. **Transport Arrangements**

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

8. **Communication Equipment**

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

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

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

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

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

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

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

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**

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

18. **Whole Agreement**

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

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

Signed at on thisday of20

.....
Witness

.....
On behalf of Organiser

.....
Witness

.....
Responsible Person

.....
Deputy Convener

.....
Convener