

MEMORANDUM OF AGREEMENT

Between.....

Herein representing, and being duly authorized there to, on behalf of

.....

(herein after called the organization)

Address:

.....

.....

.....

Telephone:

and

.....

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

Address:

.....

.....

.....

Telephone:

1. Memorandum of the agreed basis on which provision is granted for the gathering(s) (herein after called the"event")which is scheduled to take place on.....and along the following route / at

.....
.....
.....
.....
.....

The time of the event to 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 peace fully 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, is 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 be ar the ultimate responsibility or protecting life and property and t he maintenance of law and order.
4. The parties hereby acknowledge that they are aware of the contents of the Regulations of Gatherings Act,1993which applies to the intended event.
5. Marshals

The organization will ensure sufficient and effective marshaling for crowd-control purposes which requires at least one marshal for every ten participants in the event. The estimated crowd ofparticipants will thus necessitate at least.....marshals.

The organization will ensure that the marshals are in attendance at the starting point of any 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 organization shall ensure that all marshals be informed and endeavor to inform participants of the contents of this agreement and the permission of the responsible person;

The marshal 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 organizations shall take all reasonable steps to ensure that all marshals of the event and participants in the event are informed timorously and properly of the conditions to which the holding of the event is subject and specifically of

The joint and several liabilities for damages imposed by the Act.

The marshals shall ensure that all instructions of traffic officers and members of the South African Police Service are strictly adhered to at all times.

The marshals shall ensure that any procession does not stop in any robot controlled intersection along the route and any inconvenience caused to persons(including motorist)not participating in the procession being kept to a minimum.

The marshals shall ensure that the participants in any procession only utilize 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 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 organization undertakes that it will make proper and adequate transport available to participants and marshals to and from the event and confirms hereby that at leastbuses and / or.....taxi buses 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 organization will arrange for the following communication equipment to be available:-

[] loud-hailers

[] two-way radio's ("walkie-talkies")

9. Toilet facilities, water points and first aid stations

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

1. Temporary toilets to be supplied by.....
2. Water points to be supplied by.....
3. First aid stations to be supplied by.....

10. Dangerous weapons, firearms and replicas there of

- 10.1 The organization undertakes to ensure that the participants at the event will not be in possession of any dangerous weapons, firearms and / or replicas there of during the event.

- 10.2 In order to enforce this undertaking, marshals will
- 10.3 Search for weapons at assembly and entry points and take all reasonable steps to ensure compliance with existing legislation.
- 10.4 If practical in the circumstances, the South African Police Services will disarm participants in the event and the organization and marshals shall render all assistance necessary in this regard.
- 10.5 The fullnames, addresses and particulars of firearmlicenses of those persons acting as bodyguards will be supplied to the local station commander of the South African Police Service not less than 24 hours before the intended event and he will issue an appropriate certificate in this regard.
- 10.6 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 organizations ,as well as marshals, will enforce this arrangement.

12. Apparel

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

13. Break-awaygroups

The organizer(s) and appointed marshals will contain the crowd and will take all reasonable steps to ensure that part of the participants do not breakaway from the main crowd.

14. Non-participants

14.1 The organizer(s) and marshals will take all reasonable steps to ensure that non-participants do not join the event. Such people must be excluded from the event by marshals, if necessary in consultation with the Police Services.

14.2 No person shall, in any matter whatsoever, either before or during the event compel or attempt to compel any person to attend, join or participate in the event and the organize rand marshals. if any, shall take all reasonable steps to prevent any person from being so compelled.

15. Accountability for damage

The organizer(s) of the event acknowledge that it and its conveners and every person participating in the event will be jointly and severally liable for damages caused by, and resulting from the event in terms of Section 11 of the Act.

16. Joint operational centre

The parties agree to establish a "Joint Operational Centre"(JOC).....The purpose of this JOC will be to co-ordinate the control of the following and to prevent any violence and destruction. The JOC will be manned by representatives of the following organizations from.....

.....

17. Contact persons

The organization 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 Organization 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 of amendment to this agreement shall only be
valid and binding in the event of such variation or amendment be in greduced to writing
and signed on behalf of both parties.

Signedat.....on this.....dayof.....20.....

.....
WITNESS

.....
RESPONSIBLEOFFICER

.....
WITNESS

.....
AUTHORISEDMEMBER

.....
DEPUTYCONVENER

.....
CONVENER