

INTERIM USAGE AGREEMENT / MEMORANDUM OF UNDERSTANDING

Between:

Swellendam Municipality ("the Municipality")

(Represented by the Department: Community Services / Sports and Recreation)

And:

Swellendam Sport Forum("the Forum")

(Operating at the Gert Booysen Sports-ground / Railton Sports Pavilion, Railton)

Date: 2 March 2026

1. PREAMBLE AND BACKGROUND

WHEREAS the Railton community, a historically disadvantaged area within the Swellendam municipal area, is home to the Gert Booysen Sports-ground and Railton Sports Pavilion.

WHEREAS these facilities are currently undergoing a process of revamping and upgrading by the Municipality, which, while beneficial, temporarily reduces their full usability, value, and safety due to incomplete surfaces, limited amenities (such as lighting, seating, or ablutions), and potential construction hazards.

WHEREAS the Swellendam Sport Forum is a community-based, non-profit organisation dedicated to promoting youth development, health, social cohesion, and crime prevention through sport in Railton.

WHEREAS the Municipality acknowledges its constitutional and policy mandate to provide and facilitate access to recreational services, particularly for indigent and vulnerable communities, as reflected in its Tariff Policy and indigent support frameworks.

WHEREAS both parties recognise the mutual benefit of ensuring the sports complex stays a supervised, active community asset during the construction period to deter vandalism and maintain community investment in the upgrade.

NOW THEREFORE, the parties agree to the following interim terms governing the Foundation's access to the facility.

2. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MoU) is to grant the Swellendam Sport Forum interim access to designated areas of the Railton sports complex at a subsidised rate, reflecting the facility's incomplete state, while setting up a clear framework for shared risk management and community partnership.

3. ACCESS AND USAGE TERMS

Term Details

3.1 Interim Period From 2nd March 2026 until the date of practical completion and official sign-off of the upgrade project, as certified by the Municipality. This agreement is reviewable every 6 months.

3.2 Fee Structure Preferred Position: **No fee / Free** use, structured as a temporary community service partnership. Alternative Position: **A nominal fee** of R[amount] per month, being a 70–100% discount from standard commercial tariffs, covering only basic utilities (water/electricity) if separately metered.

3.3 Permitted Use : Scheduled training/practices, league matches, and approved community events organised by the Forum. Limited spectators (subject to site safety capacity). No commercial or private gain activities.

3.4 Access Schedule: To be agreed weekly/monthly in writing with the Municipality's designated contact to avoid conflict with contractor works.

4. RISK MANAGEMENT, SECURITY, AND LIABILITY

The parties agree to a **shared responsibility** model to mitigate risks of damage or vandalism:

4.1 The Foundation shall:

- Supervise all sessions with trained coaches or officials present.
- Restrict access to authorised participants and spectators only.
- Report any damage, theft, or incidents to the Municipality within 24 hours.
- Ensure participants sign basic waivers/indemnity forms.
- Conduct post-use clean-ups (litter removal) and report basic maintenance needs.

4.2 The Municipality shall:

- Retain ownership and overarching responsibility for the site.
- Maintain security infrastructure (fencing, lighting where available).
- Address major maintenance and pre-existing hazards.
- Ensure the contractor secures the active construction zone from the playing areas.

4.3 Damage Protocol:

- Minor damage (e.g., litter, minor wear) to be addressed collaboratively.
- Major or repeated damage will trigger a joint review meeting. The Forum agrees to help in identification via participant registers.
- No automatic termination of access without a formal discussion and 30 days' written notice.

4.4 Insurance:

- The Forum will keep public liability insurance (**if possible**) and provide proof thereof.
- The Municipality keeps its insurance as the property owner.

5. COMMUNITY CONTEXT AND POLICY ALIGNMENT

The Forum notes the recent community engagements about municipal tariffs and the importance of accessible public services. This agreement aligns with the Municipality's goals by:

- Supporting subsidised services for a low-income, historically disadvantaged area.
- Keeping community facilities active and watched during a period when full commercial value cannot be delivered.
- Contributing to social stability and youth development in Railton.

6. MONITORING AND REVIEW

- Joint site inspections will occur monthly or as needed.
- Quarterly meetings to review usage, facility condition, and community feedback.
- Either party may request renegotiation of terms with 30 days' written notice.

7. GENERAL PROVISIONS

- This document is an interim Memorandum of Understanding intended to lead to a formal agreement if needed.
- It is governed by the laws of the Republic of South Africa.
- Should the facility become entirely unavailable due to construction safety requirements, the Municipality will provide as much notice as possible.

8. SIGNATORIES

For and on behalf of Swellendam Municipality:

_____ Date: _____

[Name & Position Title]

Department: Community Services / Sports and Recreation

For and on behalf of Swellendam Sport Forum:

Mohamed Hosen (CHAIRMAN) Date: 2 March 2026

[Your Name / Position Title] CHAIRPERSON

SUBMISSION COVER LETTER

Date: 3rd March 2026

To: The Municipal Manager / The Director: Community Services

Swellendam Municipality

49 Voortrek Street, Swellendam, 6740

Via Email: info@swellendam.gov.za

Dear Sir/Madam,

RE: PROPOSAL FOR INTERIM ACCESS TO RAILTON SPORTS COMPLEX (GERT BOOYSEN SPORTSGROUND) DURING UPGRADES

The Swellendam Sport Forum writes to propose a partnership with the Municipality about the use of the Railton sports facilities during their current upgrade phase.

As you are aware, the Railton community faces significant socio-economic challenges. Our Forum works to address these through structured youth sport, health promotion, and crime prevention initiatives. However, the ongoing construction—while a welcome long-term investment—currently limits the usability and value of the fields and pavilion. Incomplete surfaces, restricted areas, and the absence of full amenities make the application of standard commercial tariffs inappropriate during this interim period.

We therefore request a meeting to discuss free or heavily subsidised interim access for our scheduled programs. This arrangement would offer mutual benefits:

- It keeps the facilities active and under community supervision, deterring casual vandalism.

- It aligns with the Municipality's social development goals and indigent support policies.
- It shows the Municipality's commitment to Railton during a period of disruption.

We have attached a draft Memorandum of Understanding outlining proposed terms, including how we propose to manage liability and security risks through supervised, scheduled use.

We are eager to collaborate constructively and would welcome the opportunity to meet with the relevant officials. Please contact us at [Your Contact Number] or [Your Email] to schedule a discussion.

Yours sincerely,


Name: MICHAEL VAN HOVEN.

Chairperson / Secretary

Swellendam Sport Forum

Encl: Draft Interim Usage Agreement / Memorandum of Understanding