



A G R E E M E N T

relating to the

TOURISM LEVY FOR MARKETING STELLENBOSCH

entered into between

STELLENBOSCH PUBLICITY & MARKETING

(Incorporated under Section 21 of the Companies Act, 1973)

(hereinafter referred to as SPM)

And

(hereinafter referred to as the participant)

1. INTRODUCTION

SPM is a company incorporated in terms of Section 21 of the Companies Act, 1973. It is a distinct legal entity to collect tourism levies which will be used to fund approved marketing projects in the domestic and specific international markets, in partnership with Stellenbosch Tourism Information, for the benefit of the tourism industry in Stellenbosch.

2. TERMS OF AGREEMENT

2.1. The participant agrees to levy upon and collect from its customers / guests / clients a tourism levy of 1% [one percent]

2.2. The participant undertakes to pay over the collected tourism marketing levies to SPM within 15 (fifteen) days of the end of each accounting month of the participant during which such levies were collected. Each payment shall be accompanied by a completed remittance advice in the form to be provided by SPM.

2.3. This agreement shall commence on the first day of the month following that during which it is signed, and shall continue in perpetuity unless terminated by 3 (three) months written notice by either party provided:

2.3.1. that the participant furnishes a letter of confirmation from their auditors that they are no longer collecting the levy;

2.3.2. that SPM notifies the participant in writing of cancellation of this agreement;

2.4. This agreement shall remain in force as per clause 2.3 above, unless notified by SPM in writing that the management board of SPM resolves that this project is no longer required and is to be dissolved.

2.5. SPM shall be entitled from time to time to require the participant to submit a certificate of the participant's auditors in respect of the tourism levy collected and paid over during any specified period and the basis upon which collection was made. All information furnished to SPM pursuant to this agreement will be treated in the strictest confidence.

2.6. In the event of the participant failing to pay over the prescribed levies as collected, SPM reserves the right to take further action as and when required.

2.7. SPM undertakes that all tourism marketing levies (less reasonable operating and administrative charges which in total will not exceed 7,5% [seven and a half percent] of the levies collected. All funds received by it will be held in an interest bearing trust account until such time as they are to be transferred to Stellenbosch Tourism, for approved projects, as per the agreement in force at the time of transfer.

2.8. It is recorded by the participant that the estimated monthly revenue on which the tourism levy will be based is
R_____.

2.9. The recommended wording that should appear against the itemized entry on the consumer account or invoice is "Tourism Levy".

2.10. SPM undertakes each year to make its financial statements available at the Annual General Meeting of the Stellenbosch Tourism Association and to forward a copy thereof to the participant, on request.

2.11. The participant chooses *domicilium citandi et executandi* for all purposes of this agreement, at the address referred to under Section 3 of this agreement, and to which notices may be sent as an alternative to the telefax number set out in Section 3 of this agreement.

2.12. The parties hereby agree that this agreement supersedes any previous agreement relating to the tourism levy between SPM and the Participant.

3. COMPANY DETAILS

Registered Company Name:	
VAT Number:	Registration nr:
Postal Address: _____ _____	Physical Address: _____ _____
Telephone:	Facsimile:
Website:	
Authorised Representative (Full Name):	
Title (Mr, Mrs, Dr etc.):	Position in Co:
Direct Tel:	Direct Fax:
Cell:	Email:

The parties hereby agree that this agreement is binding and agree to adhere to the agreed clauses hereto.

Dated at _____ this _____ day of _____ 20____

For and on behalf of the Participant

Name of Authorised Representative **Signature**

For and on behalf of SPM

Name of Authorised Representative **Signature**