

**Administratiewe Kantoor
Administrative Office**

Tel: +264 61 234 219
Faks/Fax: +264 61 238 564
E-pos/E-mail: wap@wap.edu.na
Webwerf/Webster:
www.wap.edu.na
Postbus/PO Box 86564, Erors,
Windhoek
Fisiese Adres/Physical Address:
De laan de Berggat, S. Erors, Windhoek



Windhoek Affies

**Sportkantoor
Sports Office**

Tel: +264 61 234 219
Faks/Fax: +264 61 243 042
E-pos/E-mail: sport@wap.edu.na
Webwerf/Webster:
wap.sport@wap.edu.na
Postbus/PO Box 86564, Erors,
Windhoek
Fisiese Adres/Physical Address:
De laan de Berggat, S. Erors, Windhoek

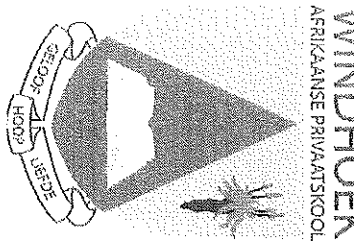


Treinlijskool

**Treinlijskool/WAP
Primêre Skool/
Primary School**

Tel: +264 61 250 943
Faks/Fax: +264 61 255 217
E-pos/E-mail:
wapprim@wap.edu.na
Webwerf/Webster:
www.wap.edu.na
Postbus/PO Box 86564, Erors,
Windhoek
Fisiese Adres/Physical Address:
Olif Palmstraat, 162, Erors, Windhoek

MEMORANDU M OF AGREEMENT



MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

WINDHOEK AFRIKAANSE PRIVAATSKOOL PROPERTY HOLDINGS	
Represented by and duly authorized to do so	Me. L E TROMP
Postal address	86564 Eros
Physical address/ email	DRAKENSBERG STREET 5, EROS/ wapric@wap.edu.na
Telephone Number	061- 244219 /244191
Fax:	061- 249049

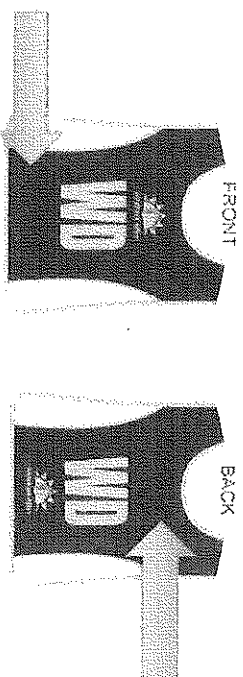
1. DEFINITIONS
- 1.1 The parties hereto are:

AND

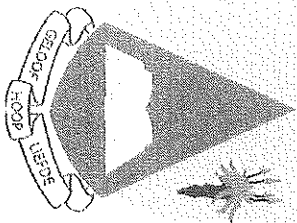
SPONSOR	
Name	Habitat Home Décor CC PO BOX 3256 Swakopmund
Represented by and duly authorized to do so	Charl Botes 0811249339 Janus Botes 0817475545
Email	wink@habitat-homedecor.com
Physical address	Sam Nujoma Drive, Klein Windhoek, Bougain Villa Centre

1.2 DESCRIPTION OF SPONSORSHIP

Company logo will be on u.12 and u.13 netball bibs (all teams)
Logo will be on front and back of these bibs.



[Handwritten signature]



1.3 DIMENSIONS AND NATURE OF ADVERTISEMENT

The Sponsor will be allowed to the following advertising space as part of the sponsorship at no additional cost:
One advertising board outside of school premises (Cookstreet)
Two advertising boards at Wanderers sportsgrounds (Afterspark)
Size of advertising boards are an estimated 2.4m x 1.2m.

1.4 COMMENCEMENT DATE

The agreement commences on 1 March 2025

1.5 SPONSORSHIP PERIOD

The agreement shall endure for a period of three (3) years after the commencement date (as set out in clause 1.4 *supra*).

1.6 SPONSORSHIP AMOUNT

The sponsorship amounts to N\$ 65 000.00 and will be paid as follows:
2025 (Year 1) – Once off payment of N\$ 25 000.00 before/on 15/04/2025
2026 (Year 2) – Once off payment of N\$ 20 000.00 before/on 15/01/2026
2027 (Year 3) – Once off payment of N\$ 20 000.00 before/on 15/01/2027

1.7 SPECIAL CONDITIONS

- 1.7.1 Teams who win the finals in their respective age groups will receive the clothes sponsored and the sponsor will provide a new set for the next year.
- 1.7.2 If no team reaches the finals, the clothes will be returned to the school and used for another year without any financial implication for the sponsor.
- 1.7.3 Learners who leave the school in Grade 12 can keep the clothes and new sets will be provided by the sponsor.

1.8 METHOD OF PAYMENT

The sponsorship shall be paid in advance by means of electronic transfer into the following bank account as specified in clause 1.6.

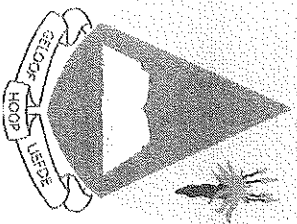
Bank Account:	Windhoek Afrikaans Private School
Bank:	Bank Windhoek
Account Number:	1030487901
Branch:	Main Branch
Branch Code:	481972

2. SCOPE OF THE AGREEMENT

- 2.1 The sponsor pays the amount as set out in clause 1.6 *supra*.
- 2.2 The advertisement(s) shall be displayed on the clothes/equipment/structures according to the dimensions set out in clauses 1.2 and 1.3 respectively, *supra*.

3. COMMENCEMENT DATE, PERIOD AND TERMINATION

- 3.1 This agreement shall become effective on the date specified in clause 1.4 *supra* and shall continue for the period set out in clause 1.5 *supra*.



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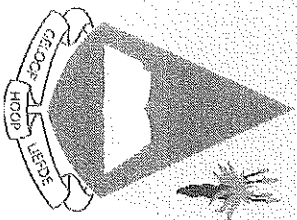
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4.

ADVERTISEMENT(S)

- 4.1 The advertisement(s), inclusive of all artworks, graphics and printing material shall remain the exclusive property of the school.
- 4.2 The school or its nominee shall manufacture, fit and install all such advertisement(s), artwork and graphics. The sponsor will be responsible for all costs regarding advertisements as set out in this contract.
- 4.3 The School shall, in so far as it falls within the legal rights of the School, not allow any obstruction to the advertisement(s) of the Sponsor, either directly or indirectly.

5.

PROPERTY RIGHTS, RULES AND DAMAGES

- 5.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement as a result of any cause beyond the reasonable control of that Party, including but not limited to, acts of God, civil commotion, riots, insurrection, lock-outs, acts of government, theft, fire, explosion, governmental embargoes or like causes, the Party so affected shall be relieved of its obligations hereunder during the period of such events and its consequences, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure provided always that written notice shall within 7 (seven) days of the occurrence constituting such an event (vis major) be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such vis major.

6.

BREACH OF CONTRACT AND TERMINATION OF AGREEMENT

- 6.1 Should either Party ("the defaulting Party") commit a breach of any of the provisions hereof, then the other Party ("the aggrieved Party") shall, if it wishes to enforce its rights hereunder, be obliged to give the defaulting Party 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel this Agreement against the defaulting Party or to claim immediate payment and/or performance by the defaulting Party of all of the defaulting Party's obligations whether or not the due date for payment and/or performance shall have occurred, without prejudice to the aggrieved Party's rights to claim damages.

6.2

The foregoing is without prejudice to such other rights as the aggrieved Party may have in law; provided that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved Party shall not be entitled to cancel this Agreement for any breach by the defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by a payment in money, or if it is capable of being remedied by a payment in money, the defaulting Party fails to pay the amount concerned within 14 (fourteen) days after such amount has been finally determined.

7.

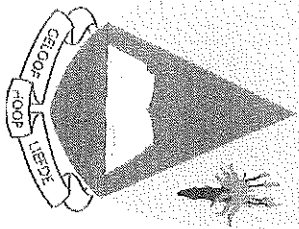
SEVERABILITY

7.1

If any provision contained in this Agreement is or has become ineffective or is held to be invalid by a competent authority or court having final jurisdiction therein, all other provisions of this Agreement shall remain in full force and effect and such invalid provision a valid provision shall be viewed to be substituted by the common law applicable to the Republic of Namibia.

8.

DOMICILIUM CITANDI ET EXECUTANDI



8.1 The parties herewith nominate the addresses set out in clause 1.1 *supra* as the address at which it will accept service of all notices in terms of this agreement.

8.2 Notices required to be given by either Party to the other may be given either by delivering such notice personally to the domicilium citandi et executandi selected by the Party receiving such notice or by facsimile, or by posting to the addressee.

8.3 Any notice so given shall be deemed to have been received:

8.3.1 If hand delivered at the domicilium citandi et executandi at the time of such delivery, or

8.3.2 If given by pre-paid registered post, 3 (three) days after the date of posting of such notice, or

8.3.3 If given by facsimile, on the 1st (first) working day following the date of transmittal to the numbers specified in this Agreement.

9. APPLICABLE LAW AND JURISDICTION

9.1 This agreement shall be governed by the Laws of the Republic of Namibia.

10. INDULGENCE

10.1 No relaxation or indulgence granted by any party to the other party, and vice versa, shall be deemed to be a waiver of any rights in terms of this Agreement of the party giving such relaxation or indulgence, nor shall any relaxation or indulgence constitute a novation of any of the terms and conditions of the Agreement.

THE SPONSOR

Carol Botes

DATE

28/2/2025

SCHOOL REPRESENTATIVE

Atup

DATE

04-03-2025