



## **APPLICATION NO: LH 01/2022**

### **PART A**

**Administrative requirements in terms of the NPO policy**

**Appointment of NPO beneficiary for the Lighthouse 2 Lighthouse 2023 Ladies**

## 5. CLARIFICATION MEETING CERTIFICATE

I/We, the undersigned, certify that I/We have attended the online meeting on 13 July 2022 at 15:00pm for the Lighthouse 2 Lighthouse Ladies information session for the 2023 beneficiary walk and have, as far practically possible, familiarized myself / ourselves with all information, risks, contingencies, and other circumstances which may influence or affect our submission.

Applicants Information:

<b>Name and Surname</b>	
<b>Capacity</b>	
<b>Name of NPO</b>	
<b>Address</b>	
<b>Telephone no</b>	
<b>Email address</b>	
<b>Signature</b>	

Office use only:

<b>Signed for and behalf of Lighthouse 2 Lighthouse Ladies NPO</b>	
<b>Name and Surname</b>	
<b>Date</b>	



## 7. GENERAL CONDITIONS OF CONTRACT – LIGHTHOUSE 2 LIGHTHOUSE LADIES

### 1. DEFINITIONS:

- 1.1 "Closing time" means the date and hour specified in the application documents for the receipt of applications.
- 1.2 "Contract" means the written agreement entered between the Lighthouse 2 Lighthouse Ladies and the successful applicant.
- 1.3 "Day" means calendar day.
- 1.4 "Delivery" means delivery in compliance of the conditions of the contract.
- 1.5 "Force Majeure" means an event beyond the control of the NPO applicant and not involving the applicant's fault or negligence and not foreseeable.
- 1.6 "Goods" means all the equipment, machinery, property and/or other materials that the applicant is required to purchase under the contract.

### 2. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 2.1 The NPO charity confirms that all information provided is correct and true.

### 3. EVALUATION AND ADJUDICATION PROCESS

- 3.1 NPO charities will be vetted according to the information provided. They need to be a registered NPO [at least for 12 months] to register as beneficiary.
- 3.2 NPO charities need to have Tax clearance and not be a previous winner of the application for 5 years.
- 3.3 The NPO charities must be BPO registered and supply Lighthouse 2 Lighthouse Ladies with S18A certificates for their donors.
- 3.4 The qualifying NPO charity finalists will be announced on 19 August 2022, after which the registered walkers will vote for a winning charity online after viewing their 3-minute video presentations on 26 - 31 August 2022. The winning applicant will be announced on 1 September 2022.

### 4. VOTES

- 4.1 The votes are anonymous and completed online through the Lighthouse 2 Lighthouse Ladies website.
- 4.2 The committee is then informed of the results, after which impromptu visits are planned by its members to visit the list of short-listed charities, to observe the daily workings of each charity.
- 4.3 This also provides an opportunity for the committee to evaluate the relevance of the charities' proposed projects.

### 5. TERMINATION FOR DEFAULT

- 5.1 Should the committee observe any discrepancies between any of the short-listed charities' applications/proposed projects/information given, and what they observed at the charities' premises, they retain the right to question the management/trustees/representatives to clarify any discrepancies.

### 6. USE OF DOCUMENTS AND INFORMATION INSPECTION:

- 6.1 Any document, other than the contract itself mentioned in the application documentation shall remain the property of the Lighthouse 2 Lighthouse Ladies and shall be returned to the NPO charity on completion of the NPO charity performance under the contract if so required by them.
- 6.2 The elected beneficiary shall permit the Lighthouse 2 Lighthouse Ladies to inspect the applicant's records relating to the management of the awarded funds and to have them audited by auditors appointed by the Lighthouse 2 Lighthouse Ladies, if so required at any given time.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

## 7. TERMINATION OR INSOLVENCY OF THE NPO

- 7.1 Should the NPO charities be knowingly partaking in the Lighthouse 2 Lighthouse Ladies application for funding and be under financial administration they will be disqualified from receiving the funding. Even though they are the winning/elected NPO, the funding will not be allocated to them and be allocated to the runner up.
- 7.2 No NPO charity may enter the application process if they are in a sequestration process.
- 7.3 The Lighthouse 2 Lighthouse Ladies may at any time terminate the contract by giving written notice to the elected beneficiary if the charity becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the applicant.

## 8. AWARDING AND SPENDING OF BENEFICIARY FUNDS

- 8.1 The awarded funding shall be spent on the project mentioned in the elected beneficiary's proposal.
- 8.2 The method and conditions of payment of the funding to be made to the applicant under this contract shall be specified.
- 8.3 The elected beneficiary shall furnish the Lighthouse 2 Lighthouse Ladies with an invoice accompanied by a copy of the delivery note when beneficiary funding is paid over to the NPO's bank account.
- 8.4 A statement of the elected beneficiary funding with documented evidence shall be delivered to Lighthouse 2 Lighthouse Ladies as proof that the funding was allocated to the proposed project as in the proposal application document.
- 8.5 Payment will be made in South African Rands to the elected beneficiary's NPO bank account only.
- 8.6 All beneficiary funding to be spent within a 12-month cycle from date of receipt of funds in the bank account.

## 9. SETTLEMENT OF DISPUTES

- 9.1 If any disputes or difference of any kind whatsoever arises between the Lighthouse 2 Lighthouse Ladies and the elected beneficiary in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 9.2 If after 30 days, the parties have failed to resolve their dispute of difference by such mutual consultation, then either the Lighthouse 2 Lighthouse Ladies or the elected beneficiary may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 9.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 9.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- 9.4.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree and
- 9.4.2 The Lighthouse 2 Lighthouse Ladies shall pay the elected beneficiary any monies due for winning the application according to the prescripts of the contract.

## 10. LIMITATION OF LIABILITY

- 10.1 The Lighthouse 2 Lighthouse Ladies shall not be liable to the NPO charities, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs residing from this process.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

**11. APPLICABLE LAW**

11.1 The contract shall be interpreted in accordance with South African laws.

**12. TAXES AND DUTIES**

12.1.1 The successful elected beneficiary will be entirely responsible for all taxes, duties and other such levies imposed due to winning the application.

12.1.2 The successful elected beneficiary will be responsible to pay any taxes due to SARS through their own NPO organization and should discuss this with their own registered accountant beforehand.

12.1.3 No contract shall be concluded with any successful elected beneficiary whose tax matters are not in order. Prior to the award of an application, SARS must have certified that the tax matters of the winning applicant are in order.

12.1.4 It is the successful elected beneficiary's responsibility to be registered with the South African Revenue Service [SARS] for VAT purposes should the beneficiary fees qualify them to register for VAT purposes.

**13. TRANSFER OF WINNING CONTRACT & BENEFICIARY FEES**

13.1.1 The successful elected beneficiary shall not abandon, transfer, or assign the obligations or beneficiary fees to another organization or project other than which it was intended for in the application document.

**14. SUBMITTING APPLICATIONS**

14.1 Applications must be delivered at the address provided on the 1<sup>st</sup> August 2022 before 17:00, or via email to this email address: [admin@lighthouse2lighthouse.co.za](mailto:admin@lighthouse2lighthouse.co.za)

**15. TEST FOR RESPONSIVENESS**

15.1 An entry will be considered non-responsive if:

- The application is not in compliance with the specifications.
- The registered NPO has not fully completed and signed where required, all the returnable documents as listed in the application and
- The registered NPO has failed to submit any supporting documentation within the stipulated time frame.
- If no video is uploaded by the deadline date.

**16. PAYMENT TERMS**

16.1.1 The amount of funding raised for the successful elected beneficiary will only be announced on the awards evening.

16.1.2 The funding raised will be paid into the registered NPO's bank account as per details supplied by applicant in this document.

16.1.3 The elected beneficiary will nominate a trustee/committee member to be the responsible person to allocate the funding to the project proposed attached to this application document.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

**17. SOCIAL MEDIA AND CORRESPONDENCE**

- 17.1 The winning elected beneficiary and competing NPO charities shall upon reasonable request be available for all media interviews.
- 17.2 The winning elected beneficiary and competing NPO charities shall be published in the media, social platforms and photographs shall be posted online as well as in Newspapers and media.
- 17.3 The winning elected beneficiary and competing NPO charities shall give permission by signing this document for all interviews and media to be used at the discretion of Lighthouse 2 Lighthouse Ladies to be used on their online platforms and by media outlets should they wish to publish them.
- 17.4 The competing charities need to do their part in advertising and raising awareness in their respected communities that they have entered the competition.
- 17.5 The Lighthouse 2 Lighthouse Ladies require that a well-designed online Facebook post / Instagram post [design will be provided in jpg form] will be shared on all its platforms once a week. This post will be designed and approved by the Lighthouse 2 Lighthouse Ladies and will be sent to the competing charities to share on their respective platforms and websites. By signing this agreement below you agree to these terms and conditions.

**18. GENERAL**

- 18.1 Invitations to apply for main beneficiary of the Lighthouse 2 Lighthouse Ladies walk are published in locally distributed news media, on the Lighthouse 2 Lighthouse Ladies website and social media platforms.
- 18.2 All applications to be submitted in handwriting and/or in non-erasable black ink on the official forms supplied by the Lighthouse 2 Lighthouse Ladies.
- 18.3 Applications submitted must be complete in all respects.
- 18.4 The winning elected beneficiary may not apply for the Lighthouse 2 Lighthouse Ladies funding until 5 years has lapsed. [They may only apply every sixth year]. For example, if they win in 2022, they may only enter again in 2028.
- 18.5 If the funding is not used as allocated in this proposal – Part B - attached to this document the winning elected beneficiary may be disqualified from applying for funding again in future.
- 18.6 The competing charities are to be present, at least once, at one of the practice walks leading up to the main walk. It is not expected of the charities to walk along on the routes, just to greet and show support to everyone at the start and finish of each walk if possible.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

## 8. CONFLICT OF INTEREST

1. Any persons, having a kinship with persons in the Lighthouse 2 Lighthouse Ladies NPO, including a blood relationship, may make an offer or offers in terms of this invitation to apply for funding. In view of possible allegations of favouritism, should the resulting approval, or part thereof, be awarded to persons connected with or related to persons in service of Lighthouse 2 Lighthouse Ladies NPO, it is required that the NPO or their authorized representative declare their position in relation to the evaluating / adjudicating authority and/or take an oath declaring his/her interest.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the application:

<b>8.1</b>	<b>Full name of applicant or his/her representative</b>	
<b>8.2</b>	<b>Identity Number</b>	
<b>8.3</b>	<b>Position occupied in the NPO</b>	
<b>8.4</b>	<b>NPO registration number</b>	
<b>8.5</b>	<b>Tax reference number</b>	
<b>8.6</b>	<b>VAT registration number</b>	

<b>8.7</b>	Are you currently in the service of the Lighthouse 2 Lighthouse Ladies NPO?	Yes		No	
<b>8.7.1</b>	If so, furnish details				
<b>8.8</b>	Have you been in the service of the Lighthouse 2 Lighthouse Ladies in the last 12 months?	Yes		No	
<b>8.8.1</b>	If so, furnish details				
<b>8.9</b>	Do you have any relationship [family] with persons in the service of Lighthouse 2 Lighthouse Ladies NPO who may be involved with the evaluation and or adjudication of this application?	Yes		No	
<b>8.9.1</b>	If so, furnish details				



<b>8.10</b>	Are any of the NPO's directors, shareholders, trustees or stakeholders in the service of the Lighthouse 2 Lighthouse Ladies NPO?	Yes		No
<b>8.10.1</b>	If so, furnish details			
<b>8.11</b>	Please provide the following information on ALL directors /shareholders /trustees /members below:			

Full name and Surname	Identity Number

**Please attach Certified copies of the ID documents to this application**

#### DECLARATION

I, the undersigned [name] \_\_\_\_\_, certify that the information furnished in paragraph 8 above is correct.

I accept that the Lighthouse 2 Lighthouse Ladies NPO may act against me should this declaration prove to be false.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

## 9. PROOF OF FINANCIALS

1. Any registered NPO in the Overstrand region may enter as beneficiary of Lighthouse 2 Lighthouse Ladies.
2. To be eligible, the registered NPO charity should not have a turnover worth more than R 10 million in total for the last 12 months.
3. The winning beneficiary of the Lighthouse 2 Lighthouse Ladies walk may not enter an application for 5 years after being awarded funding from this NPO.
4. In order to give effect to the above, the following schedule below must be completed and submitted with the application:

<b>9.1</b>	<b>Financial accountant name</b>	
<b>9.2</b>	<b>Contact details for accountant</b>	
<b>9.3</b>	<b>CIPC registration number</b>	
<b>9.4</b>	<b>Confirmed donations received in the past 12-month cycle by accountant</b>	
<b>9.5</b>	<b>NPO registration number</b>	
<b>9.6</b>	<b>Tax reference number</b>	
<b>9.7</b>	<b>VAT registration number</b>	

- Please attach the last 12 months bank statements of the NPO to this application document
- Please provide proof of bank account number to this application document
- Please attached CIPC registration document to this application document
- Please provide letter from accountant stating turnover is less than 2 million Rand

### DECLARATION

I, the undersigned [name] \_\_\_\_\_  
certify that the information furnished in paragraph 9 above is correct.

I accept that the Lighthouse 2 Lighthouse Ladies NPO may act against me should this declaration prove to be false.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

## 10. PROOF RESIDENCE IN THE OVERSTRAND REGION

1. Any registered NPO charity in the Overstrand region may enter as beneficiary of Lighthouse 2 Lighthouse Ladies walk.
2. If the registered NPO charity is part of a national NPO organization, the local office should be situated in the Overstrand district.
3. In order to give effect to the above, the following schedule below must be completed and submitted with the application:

<b>10.1</b>	<b>Physical address of the NPO</b>	
	<b>Street</b>	
	<b>Suburb</b>	
	<b>Town</b>	

- **Please attach the proof of residency to this application document**

### DECLARATION

I, the undersigned [name] \_\_\_\_\_  
 certify that the information furnished in paragraph 10 above is correct.

I accept that the Lighthouse 2 Lighthouse Ladies NPO may act against me should this declaration prove to be false.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	

### 11. PROOF NPO & PBO REGISTRATION

- All applicants should be registered as NPO and PBO to partake in this application.

<b>11.1</b>	<b>Provide NPO registration number</b>	
<b>11.2</b>	<b>Provide PBO registration number</b>	
<b>11.3</b>	<b>Name and Surname of appointed signatory as per resolution letter</b>	
<b>11.4</b>	<b>Signature</b>	
<b>11.5</b>	<b>Date signed</b>	

- Please attach the proof of NPO registration to this application document as proof
- Please attach the proof of PBO registration to this application document as proof

### DECLARATION

I, the undersigned [name] \_\_\_\_\_  
certify that the information furnished in paragraph 11 above is correct.

I accept that the Lighthouse 2 Lighthouse Ladies NPO may act against me should this declaration prove to be false.

<b>Signed for and behalf of the NPO</b>	
<b>Name and Surname of signatory</b>	
<b>Position</b>	
<b>Name of NPO</b>	
<b>Date</b>	