Municipality of Swakopmund

AGENDA
PART 2
ORDINARY
COUNCIL MEETING

ON

THURSDAY

29 OCTOBER 2026

AT

19:00



CONTACT US:
Telephone: +264 64 410 4206
Email: akahuika@swkmun.com.na
Website: www.swkmun.com.na

11. RECOMMENDATION OF THE MANAGEMENT COMMITTEE

11.1 MANAGEMENT COMMITTEE MEETING(S) HELD IN OCTOBER 2026

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11.1.19 **APPLICATION TO LEASE A FARM AT THE AQUACULTURE AREA: OKONDEKA TROUT AQUACULTURE (PTY) LTD**
(C/M 2026/10/29 - 17/1/4/2/1/1; 17/1/4/2/1/14)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.2,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **Introduction**

This item is once again resubmitted in terms of the decision made by the Management Committee on **15 October 2026** under item 7.4:

"(a) That the item be referred back for inclusion and listing of all applications received for the aquaculture area. *See point 4 below.*

(b) That the names of the members of the Investment Coordination Committee be listed in the write-up for note taking." *See point 5 below.*

For ease of reference, the initial submission tabled to the Management Committee on **19 May 2026** under item 10.1 is attached as **Annexure "A"**.

2. **Cooperation with the Ministry of Fisheries and Marine Resources**

In preparation for the calling of expressions of interest from the public during 2019, consultations were held with the Ministry of Fisheries and Marine Resources on **24 September 2019** and on **04 February 2020**. The said Ministry has statutory requirements that must be complied with for inclusion in Council's invitation document, and also proposed that a committee be established with representatives of the Ministry of Fisheries and Marine Resources to assess proposals once invited and received.

3. **Delays being caused by the haphazard/impractical Electric Servitudes**

The layout of the aquaculture area is being affected by the crossing of electrical cables dividing the farms into awkward shapes.

It is anticipated that these electrical cables will be relocated with the servicing of Portion 96 located to the east of the demarcated area.

4. **Listing of Applications Received in the Past**

Below is a list of applications received in the past. Some of the applicants were allocated farms pending the subdivision of the area.

Seeing that Council's archive system was changed twice, it is likely that some information might be excluded.

	NAME & SURNAME	DATE OF APPLICATION
1	Haliotis Aquaculture CC Mr K Paessler	20 November 2000 Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
2	Namibia Prawn Farming CC Mr Frank Stiemert	28 January 2005 Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
3	Mr Z N Nuule	11 May 2005 Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
4	Aquacrop Abalone Farm	Council approved allocation on 28 February 2006. Entity cancelled the allocation subsequently.
5	Joe's Oyster Company (Pty) Ltd Mr George T Gilchrist	21 Aug 2006 Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
6	Gemini AquaCulture (Pty) Ltd Mr Esau	26 September 2006 Council approved the allocation pending the subdivision of the Farms. On 20 June 2012 a letter was issued informing the applicant that the sale will have to be readvertised. No further correspondence could be traced.
7	Mr Ihemba Romanus	16 February 2007 Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
8	Kuiseb Fishing Enterprises (Pty) Ltd Mr G A Schnaitmann	Was invited to attend a meeting on 03 November 2009. Was absent. Letter dated 07 December 2009 issued requesting to indicate whether they intend to pursue their application. No reply could be traced on Council's records.
9	Nautilus Aquaculture Mr G V Murta	25 February 2010 Council approved the allocation. On 25 September 2019 the applicant was requested to confirm whether they still intend to acquire a portion of land. No reply could be traced on Council's records.

	NAME & SURNAME	DATE OF APPLICATION
10	BP Bartap Consultants Mr Lius Barreras	06 July 2011 Informed per letter dated 8 July 2011 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
11	MM Smith	24 October 2011 Informed per letter dated 15 November 2011 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
12	The Rhema Trading and Manufacturing Enterprise Ms Secilia Diana Adeigbo	15 May 2012 Informed per letter dated 12 July 2012 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
13	Mr W K Wright	13 August 2014 Informed per letter dated 24 September 2014 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
14	Demushuwa Property Developers Ms Jen Botha	10 September 2014 Informed per letter dated 4 December 2014 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
15	Mr Martin H Cupido	24 March 2018 Informed per letter dated 04 April 2018 of Council's decision of 29 March 2007 under item 11.1.22. Development proposals will be invited once the area is ready.
16	Apex Project Consultants CC on behalf of their client Benquella Ski Fishing (Pty) Ltd	30 April 2019 Letter dated 25 September 2020 issued stating that proposals will be invited once the area is ready.
17	Elonga Marine Fishing (Pty) Ltd Mr Vilho Mutileni	03 February 2020 Was submitted to the Management Committee of 16 July 2020 under item 7.9. Management Committee took note of the procedure prescribed by the Ministry of Fisheries and Marine Resources discussed at meetings on 24 September 2019 and on 04 February 2020. Letter dated 11 March 2020 issued that proposals will be invited once the area is ready.
18	Five Star Hansa Kafee Trading Enterprises CC	27 July 2020 Letter dated 20 August 2020 issue that development proposals will be invited once the area is ready.

	NAME & SURNAME	DATE OF APPLICATION
19	Bio-Pro Trading (Pty) Ltd Mr Cyril Moller	24 May 2021 Letter dated 06 October 2022 that development proposals will be invited once the area is ready.
20	Ongete Fishing (Pty) Ltd Mr Dirk Conradie	24 June 2021 Letter dated 30 June 2021 that development proposals will be invited once the area is ready.
21	Mr Erwin Heita	04 August 2021 Letter dated 16 August 2021 issue that development proposals will be invited once the area is ready.
22	Welwitchia Health Training Centre (WHTC)	15 August 2021 Reply dated 16 August 2021 informing the applicant that development proposals will be invited once the area is ready.
23	Green Grazing Solutions Mr Heinrich Lesch	11 November 2021. Letter dated 13 January 2022 informing the applicant that development proposals will be invited once the area is ready.
24	HRWA Water and Aquaculture Mr PJ Ravenscroft	24 January 2022 Letter dated 27 January 2022 informing the applicant that development proposals will be invited once the area is ready.
25	Atlantic Aquatic & Terrestrial Consulting Services CC Dr Ekkehard Klingelhoeffer	29 March 2022 Reply dated 12 April 2022 informing the applicant that development proposals will be invited once the area is ready.
26	Green Earth Ocean Products (Pty) Ltd Mr Kautungwavali Neshila	13 February 2023 (received on 08 March 2024) Reply dated 18 March 2024 that development proposals will be invited once the area is ready.
27	Desert Biofuel Supplies CC Mr Josia Muhongo	16 August 2023 Reply 25 August 2023 issued on the way forward.

It appears the proposal from Engineering Services to allocate land at the Mariculture land was made without consulting the existing commitments made under previous Council resolutions.

If Council now allocates land at the mariculture area to Okondeka without inviting development proposals, it will result in administrative injustice and expose Council to legal challenges.

4. **Composition of the Investment Coordination Committee**

Quoted below are the approved composition of the Investment Coordination Committee:

7. Composition

7.1. The committee shall consist of the following members:
1. General Manager: Economic Development Services (Chairperson)
2. General Manager: Corporate Services & Human Capital (Deputy Chairperson)
3. General Manager: Engineering & Planning Services,
4. Manager: Town Planning
5. Manager: Finance
6. Manager: Corporate Services
7. Manager: Properties and Housing
8. Corporate Officer: Properties
9. Economic Development Officer
10. Investment & Tourism Officer (Secretary)

7.2. Any proposed amendments to the composition outlined in 7.1 should be justified by operational needs and formally endorsed by the ICC and approved by Council.

In conclusion, quoted below is the recommendation proposed to the Management Committee of **15 October 2026** under item 10.4.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council takes note that the matter is resubmitted as resolved on 19 May 2026 under item 10.1.

(b) That Council takes note of the following outcomes recorded at the Investment Coordination Committee of 02 April 2026:

(i) That all aquaculture land allocations be subject to a formal Expression of Interest process in line with previous Council resolutions, and that Okondeka Trout Aquaculture (Pty) Ltd be informed accordingly.

(ii) That the invitation for expression of interest for submission of proposals be advertised without any further delays.

(iii) That the invitation for the expression of interest advert should not depend on the relocation of the electrical cables.

(iv) That the process should run concurrently and once the relocation of the electrical cable is finalized, the allocation of the aquaculture farming plots should be completed.

(v) That the Ministry of Agriculture, Fisheries, Water and Land Reform and UNAM be engaged to assist with the technical evaluation of proposals.

(vi) That existing feasibility studies be reviewed and summarized to guide the process.

(vii) That a submission be prepared to Council outlining the proposed process and timelines for the allocation of aquaculture farms.

ANNEXURE "A"

M/C Addendum No:
(19 May 2026)

AUDIENCE:
APPLICATION TO LEASE A FARM AT THE AQUACULTURE AREA:
OKONDEKA TROUT AQUACULTURE (PTY) LTD

(17/1/4/2/1/1; 17/1/4/2/1/14)

An application dated **26 February 2026** (**Annexure "A"**) was discussed at the Investment Coordination Committee of **02 April 2026**. The recording of the discussions at the said forum is attached as **Annexure "B"**.

An instruction was received on **11 May 2026** to invite Dr Ben van Zyl to an audience with the Management Committee scheduled for **19 May 2026**.

1. **Purpose**

The purpose of this submission is to discuss an application dated **26 February 2026** received from Dr Ben van Zyl of Okondeka Trout Aquaculture (Pty) Ltd to lease one of the aquaculture farms (**Annexure "A"**).

The investment proposal checklist was not issued to the applicant yet.

At this stage it is required to discuss the application in relation to:

1.1 Council resolution with regard to the future allocation of aquaculture farms, the roots project and the allocation of the old sewerage ponds (*redundant concrete vortex chambers)* to Dr Ben van Zyl. These decisions are listed under point 3, below; and

1.2 The availability of aquaculture farms keeping in mind Council's decisions of **05 March 2025** with regard to the allocation to Demshi Investment Holdings (Pty) Ltd and the reservation of a farm for an international convention centre. These allocations are indicated on the map under point 4, below.

2. **Introduction**

The attached application dated **26 February 2026** was received from Dr Ben van Zyl as the Chief Executive Officer of Okondeka Trout Aquaculture (Pty) Ltd to acquire a portion of land measuring approximately 5ha for the establishment of an aquaponics farm specializing in kop (silver kabeljou) and salicornia (sea asperagus).

The applicant, in the strategic proposal refers to the Roots Initiative (JHM Enterprise (Pty) Ltd) without explaining the relationship with the initiative.

3. **Relevant Council Resolutions**

In order to consider the application in context, the following Council resolutions are listed for ease of reference:

3.1 **Future Allocation of the Aquaculture Farms**

Having received various applications for allocation, the Management Committee on **16 July 2020** under item 7.9 made the following decision regarding the future allocation of these portions of land:

"(a) That the Management Committee takes note of the proposed procedure for the future allocation of the portions of land in consultation with the Ministry of Fisheries and Marine Resources for the purpose of aquaculture.

(b) That the General Manager: Corporate Services and Human Capital inform the applicant to wait for the structure plan."

Council established the following portions of land (registered as "farms") located to the north of Swakopmund:

	Farm	Size
①	Farm 265	5,3823 ha
②	Farm 266	0.7472 ha
③	Farm 267	5,0168 ha
④	Farm 268	4,8937 ha
⑤	Farm 269	4,9280 ha

The subdivision of the portions of Council's aquaculture area has been finalized and the newly created farms have been registered in the Deeds Office. Various electrical cable servitudes cross these portions and our Engineering & Planning Services Department is in discussion with Erongo Red for the relocation of these cables. Once these cable are relocated development proposals will be invited from qualifying entities.

3.2 **Old Sewerage Works Ponds** *(redundant concrete vortex chambers)*

On **28 November 2024** under item 11.1.37 Council made the following decision with regard to an application by Okondeka Trout Aquaculture (Pty) Ltd:

"(a) That Council approves Messrs Okondeka Trout Aquaculture (Pty) Ltd's proposal for the establishment of the experimental aquaculture facility next to Council's Urban Agriculture project at the old sewerage treatment plant.

(b) That Council allows Messrs Okondeka Trout Aquaculture (Pty) Ltd to use the four (4) redundant concrete vortex chambers for aquaculture farming, but all repairs, renovations, modifications, and additions to be for the cost of the proponent, Messrs Okondeka Trout Aquaculture (Pty) Ltd.

(c) That Council allows Messrs Okondeka Trout Aquaculture (Pty) Ltd to use the three (3) earth dams/oxidation ponds next to the staff offices for aquaculture farming, but the ponds shall only be used once successful implementation and operation of the concrete vortex chambers in point (b) and all repairs, renovations, modifications, additions and alterations to be for the cost of the proponent, Messrs Okondeka Trout Aquaculture (Pty) Ltd.

(d) That Council agrees with Messrs Okondeka Trout Aquaculture (Pty) Ltd for the establishment of the experimental aquaculture facility which defines the party's responsibilities.

(e) That the agreement is for five (5) years with an option of renewal.

(f) That Council determines a lease amount for the agreement.

(g) That repairs, renovations, modifications, additions, and alterations for the facilities listed in point (b) and point (c) be done in consultation with and to the satisfaction of the General Manager: Engineering and Planning Services.

On **16 March 2026** the General Manager: Engineering and Planning Services explained the latest application as follows:

> *"The application dated 26 February 2026 is to set aside the November 2024 and wanting Council to approve the 5 Ha as per the initial proposal.*
>
> *Council took the decision to allow the applicant to use the sewerage plant as a Pilot/experimental aquaculture facility which will also support the Urban Agriculture project which is also being accommodated at the Sewerage Plant.*
>
> *I had a discussion with Dr. Van Zyl on the reasoning of the November 2024 decision and that we cannot accommodate his initial proposal at the sewerage plant.*
>
> *Also during this discussion I did request that Dr. van Zyl justify the 5 ha with calculations and layouts, so that I can review to see if the 5 ha is really necessary.*

Seeing that the applicant is insisting with a 5 ha venture, then unfortunately this venture cannot be accommodated at the sewerage plant.

At one of our ICC meeting we discussed the reduction in size of the remaining Mariculture erven to accommodate more farmers."

3.3 **Roots Agriculture Initiative (JHM Enterprise (Pty) Ltd)**

Also on **28 November 2024** under item 11.1.38 Council made the following decision with regard to the Roots Initiative:

"(a) That Council takes note of the feedback on the benchmarking visit to the Roots Agriculture Project, which is located in Stampriet, and the Urban Agriculture Programme in Mariental by the Ministry of Agriculture, Water and Land Reform.

(b) That Council supports the partnering with Messrs Jahenmar Trading Enterprises (Pty) Ltd in a Joint Venture to establish the following Agricultural Hubs, namely,

- ***5 Mariculture plots - fish farming***
- *Green belt - crop farming*
- *90 Allotment plots - crop farming*
- *10 Agriculture plots - livestock farming and abattoir"*

This Council resolution did not repeal the decision made by the Management Committee (on **16 July 2020** under item 7.9) after consultations with the Ministry of Fisheries and Marine Resources regarding the process of inviting development proposals for the various farms, subject to statutory requirements resorting under the auspice of the said Ministry and various conditions; again quoted for ease of reference:

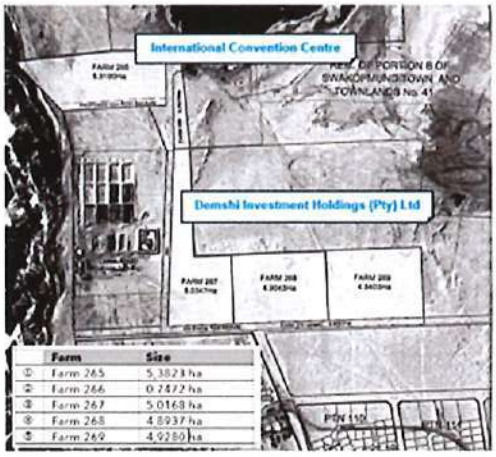
"(a) That the Management Committee takes note of the proposed procedure for the future allocation of the portions of land in consultation with the Ministry of Fisheries and Marine Resources for the purpose of aquaculture.

(b) That the General Manager: Corporate Services and Human Capital inform the applicant to wait for the structure plan."

- Various applications were received for the allocation of these farms. All applicants were informed that development proposals will be invited in future.

4. **Allocations at the Aquaculture Area**

On **05 March 2026** Council approved the following allocations of Farms created at the aquaculture area (electrical cables still have to be removed to cancel the haphazard servitude crossing a number of these farms):



Therefore, Farms 268 and 269 are still available.

5. **Conclusion**

It was therefore required that the Investment Coordination Committee discussed on **02 April 2026** the application by Okondeka Trout Aquaculture (Pty) Ltd to lease a either Farm 268 or 269 located at the aquaculture area instead of the old sewerage ponds (*redundant concrete vortex chambers)* as approved by Council on **28 November 2024** under item 11.1.37 and explained by the General Manager: Engineering & Planning Services under point 3.2 above.

Previous applications for allocation at the said area should not be disregarded as subsequent applicants were informed of the decision that development proposals will be called once the electrical cables are relayed.

It is therefore:

RECOMMENDED:

That the Management Committee takes note of the presentation and the matter be resubmitted to the Management Committee incorporating the outcome of the discussions at the Investment Coordination Committee of 02 April 2026.

"FOR CONSIDERATION"

GM:CS HC&ICT
/sb

11.1.20 **APPLICATION TO USE OPEN AREA FOR EXTRAMURAL ACTIVITIES FOR PHOENIX HYBRID ACADEMY OPERATING A PRIVATE SCHOOL FROM ERF 35, VOGELSTRAND**
(C/M 2026/10/29 - Erf 35, Vogelstrand)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.3,** page **17,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **Purpose**

The attached e-mail dated **08 June 2026** (**Annexures "A"**) and letter (**Annexure "B"**) were received from Phoenix Hybrid Academy for permission to use the vacant, open area located on the corner of Sandpiper and Shearwater Streets for extramural activities for their scholars, and the school is located on Erf 35, Vogelstrand. Phoenix Hybrid Academy leases the premises located on Erf 35, Vogelstrand.

Phoenix Hybrid Academy is a non-profit association incorporated under Section 21 (**Annexure "C"**). Map of the subject area:



2. **Discussion**

2.1 **Comments from the General Manager: Engineering, Urban Planning and Environmental Management**

The school is applying for permission to upgrade an existing play area and add a netball court next to Erf 35, Vogelstrand. The site of interest is part of the road reserve and is currently being used as parking for the tenants operating from Erf 35.

Sufficient parking is provided on-site on Erf 35, Vogelstrand in terms of the zoning. The General Manager: EUE supports the application.

2.2 **Current Lessee located on the Road Reserve**

Currently, MTC is leasing a portion of land located on the said road reserve at N$53.55/m².

2.3 **Lease of Areas**

The application can be considered based on a trial lease period of 12 months, with consideration of a further 5 years depending on the needs of Phoenix Hybrid Academy.

2.4 **Lease Tariff Consideration**

Currently, Council has standard lease tariffs in place for additional parking and outside seating, as follows:

2.4.1Parking	=	*N$34.50 / m²*
2.4.2Outside Seating	=	*N$61.85 / m²*

Seeing that the use of the area will not generate income for Phoenix Hybrid Academy, it is proposed to apply the tariff of additional parking, i.e. N$34.50 / m², with a 7% escalation on 1 July 2027.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council approves the application by Phoenix Hybrid Academy to lease space located on the road reserve (corner of Shearwater and Sandpiper Street), located adjacent to Erf 35, Vogelstrand, for the use of extramural activities for their scholars:

(i) That Phoenix Hybrid Academy, in consultation with the Engineering, Urban Development and Environmental Management Department, identifies the exact location of the portion of land required and the size thereof;
(ii) That the area identified be cordoned off to ensure the safety of the scholars;
(iii) That the lease period be for an initial 1-year trial period, followed by the standard 5-year lease period:
(iv) The initial 1-year lease period to commence from the date of signing the lease agreement;
(v) The standard 5-year period will commence upon expiry of the initial lease period and is subject to successful publication in terms of the Local Authorities Act, Act 23 of 1992, as amended, and approval granted by the Ministry of Urban and Rural Development;
(vi) That the monthly rental be N$ 34.50/m² per month with an annual escalation of 7% starting 1 July 2027; and
***(vii) That* Council reserves the right to cancel the lease if valid objections from the public are received.**

(b) That the lease be subject to the standard conditions and the following:

(i) That a deposit equal to 1 month's lease be paid and be adjusted in order to equal the current monthly rental amount over the lease period.
(ii) That a notice of termination period of three (3) months for both parties be applicable.
(iii) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and be removed at the cost of the lessee at the termination / lapsing of the lease period.
(iv) That all costs involved be for the applicant's account.
(v) That should the lessee cease operating, they must inform Council in writing and reinstate the area to its original condition at their own cost.
(vi) That the applicant shall indemnify and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of a portion of the road reserve, keeping in mind the inherent risks of children in proximity to vehicular traffic.

ANNEXURE "A"

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Friday, 11 September 2026 11:50:34
To: Clarence McClune <cmcclune@swkmun.com.na>; Mpasi Haingura <mhaingura@swkmun.com.na>
Cc: Mahne Kruger <mkruger@swkmun.com.na>; Sharon D. Pogisho <spogisho@swkmun.com.na>; Margaret Sheehama <msheehama@swkmun.com.na>
Subject: RE: Phoenix Hybrid academy erf request

Good Morning

I am not sure whether it will require a Council resolution (enquiry to Mr Haingura below)... but MTC is leasing and we have Council resolutions for the lease of areas to MTC.

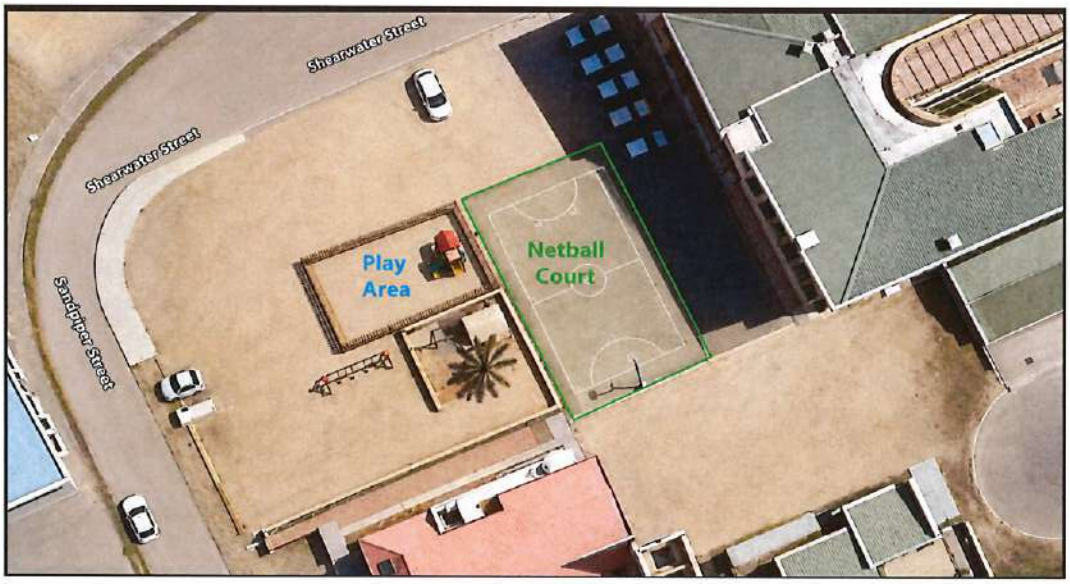
Phoenix exclusive use will also reduce the parking area of the tenants - but Mr C McCLune confirms below that such is in order as he has no objection.

It is not clear from the aerial photo whether the adjacent building has sufficient onsite parking.

I did visit the site on Sunday and noticed that the play area is fenced in, but I could not trace approval for the play area.

A decision will have to include a comprehensive indemnity as children and traffic flow post risks.

Kind regard



Kind regards

Stephny Bruwer | Corporate Officer: Property | Corporate Services, Human Capital & ICT | +264 64 410 42 12

From: Clarence McClune <cmcclune@swkmun.com.na>
Sent: Monday, 15 June 2026 12:25 PM
To: Mpasi Haingura <mhaingura@swkmun.com.na>
Cc: Ella Naris <enaris@swkmun.com.na>; Stephny Bruwer <sbruwer@swkmun.com.na>; Mahne Kruger <mkruger@swkmun.com.na>
Subject: FW: Phoenix Hybrid academy erf request

Good Afternoon Sir,

Attached is an application from Phoenix Hybrid Academy who is operating out of complex on erf 35 Shearwater street.

The school is applying for permission to upgrade an existing play area next to erf 35. From the maps this site of interest is part of the road reserve and is currently being used as parking for the tenants operating from erf 35.

I have done my assessment and I have no objection for the proposed.

Will this require a Council approval for the school to continue?

Regards.

Clarence McClune | General Manager: Engineering & Planning Services | Engineering, Urban Development, & Environmental Management | +264 64 4 10 4401

From: Phoenix Hybrid <phoenixhybridacademy@gmail.com>
Sent: Monday, 08 June 2026 07:07 AM
To: Clarence McClune <cmcclune@swkmun.com.na>
Subject: Phoenix Hybrid academy erf request

> You don't often get email from phoenixhybridacademy@gmail.com. Learn why this is important

Good day sir

Thank you for you help
Attached is our letter and previous request on erf

Regards
Jacques Bezuidenhout
Principal

PHOENIX HYBRID ACADEMY

ANNEXURE "B"

PHOENIX HYBRID ACADEMY

The Chief Executive Officer
Swakopmund Municipality
Swakopmund, Namibia

Subject: *Motivation for renovating of open area*

Dear Swakopmund Municipality committee and planning department

Phoenix Hybrid academy would like to request permission to use open erf as indicated in Map 1



MAP 1

As indicated by the arrow there is no clear erf number and is only known as a open space. Our school is situated on erf no 33

We have requested permission in the past for the use of this area on which our play area is currently. It will therefore not be a new environmental impact as people are already use to the play area

PHOENIX HYBRID ACADEMY

Our intend is to develop a netball, soccer play area as well as moving our current play area. We would also like to develop parking spaces as indicated by Map 2



MAP 2

We understand that there is currently a MTC tower on the erf and will still keep a large space for them to enter into their gate should there be any maintenance

We only intend to develop the area and make Swakopmund beautiful. We do not expect any support from Swakopmund municipality financially or to maintain the area. It will completely be the responsibility of the school to keep the area clean and well maintained Their will be no permanent structure build as it was part of the previous arrangement and we only ask that we can place pavement for our court.

Please see our pure intend of developing a future place for learners to prosper

Thank you,
Jacques Bezuidenhout
Principal
Phoenix Hybrid Academy

ANNEXURE "C"

Form CM 4

REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 61(1)) (Regulation 17(3))

MEMORANDUM OF ASSOCIATION

OF A COMPANY NOT HAVING A SHARE CAPITAL

Registration Number of Company
21 2025/1433

N$ 150,00 fee payable in terms of the Act and as set out in the regulations plus Annual Duty under 182 & 183

NAME OF COMPANY

(a) The name of the Company is:

PHOENIX HYBRID ACADEMY
(NON-PROFIT ASSOCIATION INCORPORATED UNDER SECTION 21)

(b) The shortened form of the name of the Company is:

N/A

(c) Translation of name of Company and/or shortened form of name of Company (if possible) where name is not in official language (section 48(2)):

N/A

DANIEL FRANCOIS MALHERBE
NOTARY PUBLIC
NOTARIS PUBLIEK
NOTARY
WALVIS BAY • NAMIBIA

Copyright Business and Intellectual Property Authority, Namibia

11.1.21 **DESERT DUNES FILM STUDIOS NAMIBIA (PTY) LTD : NEWSPAPER ARTICLE AND TIMELINE**
(C/M 2026/10/29 - 17/1/4/2/1/5)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.4,** page **24,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to provide a clear timeline of the application by Imwe Namibia Holdings and provide a factual background for the article published by the Namibian Sun on **21 September 2026** and which was repeated on various social media platforms.

2. **Timeline**

Below is a chronological record of the prompt attendance and continuous engagement with Imwe Namibia Holdings, from which it is clear that the applicant intends to pressure Council into a decision, without complying with the standard conditions.

	Action
1	*Received the application dated **09 January 2024** to acquire a portion of land measuring approximately 115ha for the establishment of a film studio.*
2	*The applicant was invited to present their proposal to the Management Committee of **08 February 2024** under item 10.1.* *The following was pointed out in the audience submission:* *"As standard practice Council requires the following information:* *(i) A copy of the registration document of the entity.* *(ii) Proof of financing to fund the project as resolved by Council on **25 February 2021** under item 11.1.4 (e):* *"(e) That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary."* *(iii) Proof of experience and capacity in a similar venture."*
3	*On **12 February 2024** the applicant was informed of the way forward once the Council Minutes are approved.*
4	*The application was discussed at the Investment Coordination Committee (hereinafter "ICC") meeting of **04 June 2024** and the applicant was informed under cover of a letter dated **18 June 2024** to complete the "investor proposal checklist" by **12 August 2024**.*
5	*The General Manager: EUE confirmed that they met with the applicant on **04 July 2024**.* *The discussions held were relating to the preferred site by the applicant. The applicant was supplied with a map and would proceed to conduct in-loco inspections to determine the best location and position for the project. Once the location and position have been identified the applicant to submit their final proposal.*
6	*The application was again discussed at the ICC meeting of **11 July 2024** where it was concluded that the complete "investors proposal check list" be submitted by **12 August 2024**. This was conveyed to the applicant under cover of a letter dated **22 July 2024**.*
7	*In reply to our letter dated **22 July 2024** Namibia Motion Picture Studios (Pty) Ltd replied per letter dated **25 July 2024** that they will only be able to comply by **10 December 2024** (which is a public holiday), therefore by*

	Action
	*Wednesday, **11 December 2024** (in other words a delay of 4 months). In their letter they state various conditions which take up some time, they also plan to include a renewable energy plant which they still have to research. A reply dated **30 July 2024** was issued to them again requesting clarification re the entity Council is dealing with.*
8	*On **13 August 2024** the ICC accepted the submission of the documents by **11 December 2024**. The applicant was informed accordingly per letter dated **15 August 2024**.*
9	*An e-mail dated **05 December 2024** was received from Mr Guy Nockles of Imwe Namibia Holdings to which 23 bulky documents were attached.*
10	*On **22 January 2025** Mr Guy Nockles submitted a letter dated **22 January 2025** of support from The Namibia Investment Promotion and Development Board (NIPDB).*
11	*The application and the 23 bulky documents were reviewed and discussed at the ICC on **04** and **12 March 2025** and a letter dated **04 April 2025** was issued to clarify uncertainties.*
12	*Concerns, contradictions and ambiguities were discussed at the ICC meeting of **12 March 2025**, as quoted from the conclusion below:* *"(a) That the members of the Investment Coordination Committee takes note of the various documents submitted by Mr Guy Nockles and comment / elaborate of the respective fields of expertise.* *(b) That Mr Guy Nockels explains the relationship between the latest entity, Desert Dunes Film Studios Namibia (Pty) Ltd and the initial applicants Imwe Namibia Holdings / Namibia Motion Picture Studios (Pty) Ltd.* *(c) That it be noted that no complete list is submitted for the proposed facilities planned for the 115 ha, that a backlot of 80 ha is indicated, as well as among other sound stages, an office building, a grocery store, 24 unit assisted-living facility, 20 unit condominium, solar farm and water recycling system (the different attachments list difference facilities).* *(d) That Mr Guy Nockles be requested to provide a proper listing of the facilities intended to be constructed and the need of 80 ha for a backlot.* *(e) That it be noted that Desert Dunes Film Studios Namibia (Pty) Ltd budgeted US$ 50 000.00 for the acquisitioning of 115 ha, summarized:* *↳ US$ 50 000.00 equals N$ 925 000.00 (approximately N$ 1 000 000.00).* *↳ 115 ha x 10 000 m² = 1 150 000 m²* *= N$0.87c / m² offered for the sale of the portion of land"* *These concerns, shortcomings and challenges issues were pointed out in a letter dated **04 April 2025** (point 11 above).*
13	*A reply dated **22 April 2025** was received.* *• Although the relations between the various entities which were mentioned in the past is not clarified, it is confirmed that the applicant is **Desert Dunes Film Studios Namibia (Pty) Ltd**.* *• A list of a proposed facilities is stated under point 2 of their letter.* *• It is confirmed that they intend to acquire the entire 115 Ha from Council and not as proposed in our letter dated **04 April 2025** that Council only sells 30 Ha to them and the remainder be bought from the Government of Namibia as the backlot area required (80 Ha).* *Concerns were raised in our letter dated **04 April 2025** regarding the size of the land applied for and the opportunity cost compared to future township developments.*

	Action
14	*On **22 May 2025** the General Manager: EUE confirmed the alternative sites earmarked.* *The likelihood of a gated township being established was also raised at a discussion held on **22 May 2025**.*
15	*Furthermore, at the informal meeting held on **22 May 2025** between the General Manager: EUE, the Manager: Properties and Housing, the Manager: Corporate Services and Corporate Officer: Properties, it was concluded that in view of the training received from NIPDB and their offer to assist with performing due diligence, the application and bulky supporting documents which included a sophisticated ownership structure and very convoluted financing mode be forwarded to NIPDB for due diligence assessment and comments before Council commits a very large portion of its townland to an uncertain future.* *The above process was also confirmed by the ExCo on **04 June 2025** (see point 16 below).* *It should be noted that to date no proof of financing for the massive long-term project was provided.*
16	*On **04 June 2025** the matter was considered by ExCo. The recorded outcome of the discussion could not be traced, but the item was submitted hereafter to the Management Committee of **September 2025** and Council on **02 October 2025** (point 19 below).*
17	*On **17 June 2025** an official letter was issued to NIPDB introducing the concept of the application for review.*
18	*On **08 September 2025** the applicant addressed an e-mail to Her Excellency the President of Namibia.* *A reply dated **09 September 2025** was drafted for signing by His Worship the Mayor (not sure whether it was finalized and dispatched).*
19	*On 02 October 2025 the application was submitted to Council and the following decision was made under item 11.1.9:* *"(a) That Council takes note of the progress made with the application by Imwe Namibia Holdings (now Desert Dunes Film Studios Namibia (Pty) Ltd); i.e.:* *(i) An audience held with the Management Committee on 08 February 2024 under item 10.1;* *(ii) discussions at the Investment Coordination Committee on* • *04 June 2024* • *11 July 2024* • *13 August 2024; and* • *04 and 12 March 2025* *(iii) that the application is forwarded to the Namibia Investment Promotion and Development Board for due diligence;* *(iv) that no proof of financing is in place for financing of the massive long-term project; and* *(v) that Council abides by the Ministerial directive dated 04 June 2015 not to issue large portions of land to one entity.* *(b) That once an assessment is received from The Namibia Investment Promotion and Development Board, the item be submitted to Council to consider, in principle the allocation of a portion of land for the project, subject to requirements to be met such as the need and optimal use of a portion of land measuring approximately 115 ha, proof of financing, viability and long terms stability/feasibility, environment requirements."*
20	*On **13 October 2025** the decision and shortcomings were forwarded to NIPDB for assessment and Mr Guy Nockels was copied in the e-mail.*
21	*On **10 February 2026** a meeting was coordinated by Council between NIPDB and Mr Guy Nockles.* *The issue regarding the size of the land was discussed (which was also comprehensively addressed in the letter dated **04 April 2025**), the*

	Action
	possibility to only purchase 20ha as the minimum immediate requirement by the entity as well as the requirement of proof of funding by both the NIPDB and Council.
21	*An e-mail dated **23 February 2026** was received from the applicant mainly requesting confirmation of the issues addressed at the meeting held on **10 February 2026**.*
22	*Instead of instantly replying by informal e-mail which results from experience in a "to-and-from" chain of exchange, the entire process and timelines on the way forward were clearly set-out in an official letter dated **21 July 2026**. In the interim a letter drafted by the Investment and Tourism Officer was discussed during April 2026, but it was concluded to provide the comprehensive information as per the letter dated **21 July 2026**.*
23	*On **28 September 2026** an official from NIPDB confirmed that the applicant has not yet provided the business plan and sustainability/financing report requested by them at the meeting of **10 February 2026**. Without this information an assessment cannot be made.*
24	*In order to proceed with the application, the applicant must confirm the minimum size of 20 ha and pay the required deposit in order to obtain a valuation… the applicant requires the allocation of land and the purchase price to secure funding support.*

3. **Conclusion**

That the Management Committee takes note of the above timeline and the outstanding requirement of the applicant to pay the N$ 100 000.00 deposit and confirm whether the minimum size of land, i.e. 20 ha, will accommodate their initial development.

At the meeting held on **10 February 2026,** this minimum size was confirmed by Mr Guy Nockels.

B. After the matter was considered, the following was:-

RECOMMENDED:

That Council takes note of

(i) the timeline indicating the continued engagement with the application of DESERT DUNES FILM STUDIOS NAMIBIA (PTY) LTD.

(ii) the outstanding payment of the deposit and confirmation of the minimum size of land on which the project can be accommodated.

(iii) and the confirmation by NIPDB on 28 September 2026 that the applicant has not yet provided the required documents requested at the meeting of 10 February 2026 to enable NIPDB to attend to the assessment

11.1.22 **FISCON INVESTMENTS TWENTY-THREE CC: APPLICATION FOR INTERIM LEASE NOT EXCEEDING 1 YEAR FOR A PORTION OF LAND LOCATED ON THE REMAINDER ERF 2747, SWAKOPMUND – CONFERENCE AND EVENTS VENUE**
(C/M 2026/10/29 - Re of Erf 2747)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.5,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **INTRODUCTION**

The attached application dated **07 September 2026** (**Annexure "A"**) was received from Fiscon Investments Twenty Three CC (hereinafter "*Fiscon*") to lease a portion (1 250m²) of the portion of land being bought by them, located on the Remainder of Erf 2747, Swakopmund. Fiscon intends to use the portion of land for conferences and events.

Attachments:

Annexure "A"	:	*Application dated **07 September 2026***
Annexure "B"	:	*Letter proposing solutions to the land use issue dated **02 September 2026***
Annexure "C"	:	*Map indicating the location of Portion X of the Remainder of Erf 2747 and the proposed lease area*

2. **CURRENT SITUATION**

On **29 April 2025,** Fiscon signed the deed of sale for the purchase of a portion of the Remainder of Erf 2747, Swakopmund.

Various statutory processes need to be complied with for the subdivision of the portion and the issuing of an erf diagram for the proper identification and description of the subject land. Once the above is in place, the purchase price becomes payable, and transfer of ownership to Fiscon will be registered in the Deeds Office.

These processes and timelines are not within the control of Council and/or Fiscon. On **29 June 2026,** under item 11.1.30, Council approved the subdivision of the subject portion. Fiscon now applies for a short-term lease for the interim in respect of a portion of the land which they are in the process of purchasing.

Such lease arrangement is provided for in the Property Policy:

> 9.1.6 the lessee has no option to purchase, unless the land is leased for an interim pending the finalization of a sale already approved by Council

For a lease period not exceeding 1 year approval is not required from the Minister of Urban and Rural Development. This means Council can generate income from the lease pending the transfer of ownership.

Fiscon has a similar lease in place for outside seating which will expire on date of transfer of the subject portion of land to the entity. On **31 August 2022** under item 11.1.5, Council, among other resolved the following:

"(b) That the lease period be from 01 December 2018 until date of transfer of the Remainder of Erf 2747, Swakopmund to Fiscon Investments Twenty Three CC."

3. **REQUIREMENTS FOR THE PROPOSED STRUCTURE AND LAND USE REQUIREMENTS**

3.1 **Comments were requested from the Design and Building Division with regard to the Proposed Temporary Structure**

The following comments were received for inclusion in the proposed conditions:

"The structure to be erected is a self-contained temporary tented structure that is designed to be structurally suitable for the purpose. It will however not be possible to keep the tented structure on site indefinitely. The cover or material used to enclose the structure will eventually deteriorate due to environmental factors such as UV and salt from Sea Spray. The structural elements will also eventually deteriorate and start to corrode. Specifically at the joints and footings. The electrical installations will need to be certificated as well. Hence the following requirements to be set to provide permission for this conference facility is:

1. *Once a Council resolution is passed that approves the land use and concept, a standard building plan submission be made to the Building Control division of the EUE department.*
2. *Permission for this structure should be limited to a maximum of 2 years, with inspections to be made at 12 months by EUE to determine its serviceability.*
3. *Electrical installation to carry its own Erongo RED certifications, and it will need to get an Erongo RED Compliance Certificate to obtain a Completion Certificate.*
4. *A Standard Engineer's Appointment letter to be submitted with the application for a building permit to the Building Control division.*
5. *Upon completion of the conference facility, the appointed engineer to provide a completion certificate when the work has been completed.*
6. *Once documentation has been submitted and the site is found to be suitable for human occupation after inspections, a standard completion certificate to the issued for the development.*
7. *If the owner wishes to continue using the temporary structure after two years, and the structure is found to be functionally suitable for the intended use, the owner to re-apply for certification to continue use of the facility. Such an application to include certifications from a structural engineer, Erongo Red compliance certificates of compliance will require and inspections to determine to the functionality.*
8. *The area falls outside the conservation area, but the Erf is listed. Hence, after Council approval, approval will have to be obtained from the Aesthetics Committee, and they will need approval in the form of a Built Heritage Permit that will need to be submitted with the application for a building permit."*

The above comments are aimed at a structure which will remain on site for more than 12 months to 2 years.

3.2 **Comments were requested from the Town Planning Division with regard to the Proposed Land Use**

3.2.1 Attached as **Annexure "B"** is a separate letter dated **02 September 2026** addressed to the Town Planning Division proposing two options to accommodate the land use of a conference venue.

It must be noted that Council has and continues to operate a conference centre on this erf, meaning conferences are an existing use.

Fiscon quotes Clause 8.11.1 of Town Planning Amendment Scheme 12 as follows:

"Nothing in this scheme will operate to prevent the Council erecting, maintaining or using any building, executing any work, or maintaining or using any land, in any part of the area for the purpose of any undertaking which it may be empowered to carry out under any law"

3.2.2 The deed of sale does not stipulate the zoning for Portion X, but the following Council decisions were traced:

30 August 2012 under item 11.1.5:

"(a) That the proposal for the rezoning of Erf 2747 from "special" for the purpose of holiday houses and caravan park to "special" for the purpose of holiday houses, caravan park, business use and tourism related activities be approved."

26 July 2018 under item 11.1.10:

"(a) That the developer attends to the subdivision of the portion from the Remainder of Erf 2747, Swakopmund to create two separate erven with the assumed zoning.

(e) That 2 valuations for the property at the assumed zoning (General Business) be obtained to determine the purchase price."

3.2.3 On **10 September 2026** the General Manager: Town Planning (Acting) commented as follows:

"No objection on condition that the intended facility is done as a Council project with the intention to lease the facility to the applicant for a one-year period, provided that the sale is finalized and the applicant must to all required planning procedures within a 24-month period."

4. **Conditions Proposed by Fiscon for the Lease**

Fiscon proposes the following lease conditions for consideration by Council:

4.1 ***Lease Area:*** *The lease area is approximately 1 250m² located on Portion X (the portion being sold to Fiscon).*

4.2 ***Use:*** *The lease area will be used as a conference and events venue in a removable, insulated tent structure of 25m x 50m (1 250m²) with ancillary services.*

4.3 ***Rental:*** *Fiscon proposes N$10.00 / m², i.e. N$12 500.00 per month plus 15% VAT, N$ 1 800.00 = N$ 14 300.00 which is payable monthly in advance.*

4.4 ***Commencement Date:*** *The day on which the tent is pitched, or on which preparations for pitching the tent commence on the lease area, whichever is earlier. Fiscon will give Council seven days' written notice of the commencement date.*

4.5 ***Lease Term:*** *Twelve months from the commencement date, or the date of transfer of ownership of Portion X, whichever comes first.*

4.6 ***Termination on Transfer:*** *On the date of transfer of ownership of Portion X to Fiscon, the lease term ends.*

4.7 ***Right of Renewal:*** *The lease confers no right or renewal and no option.*

4.8 ***Fresh Application if the Processes Overrun:*** *If three months before the expiry of the lease term it is clear that the subdivision, rezoning or transfer will not complete within the term, Fiscon will lodge a fresh application for a further lease period not exceeding one year on the same terms.*

5. **CONCLUSION**

Seeing that Fiscon is in the process of purchasing the erf and have signed a deed of sale on **29 April 2025** in respect of Portion X of the Remainder of Erf 2747, Swakopmund, the subject erf already has conference facilities as a use, and that the Property Policy provides for the interim lease pending the finalization of a sale, it is proposed to approve the interim lease application by Fison as set-out in the recommendation below.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council approves the short-term lease application submitted by Fiscon Investments Twenty-Three CC for a portion of land measuring approximately 1 250m² of Portion X of the Remainder of Erf 2747, Swakopmund, based on the following:

(i) Fiscon Investments Twenty Three CC signed a deed of sale on 29 April 2025 for the purchase of Portion X, which is pending the finalization of the subdivision and rezoning approvals; and

(ii) The Property Policy provides for such lease arrangements under section 9.1.6:

> 9.1.6 the lessee has no option to purchase, unless the land is leased for an interim pending the finalization of a sale already approved by Council

(b) That Fiscon Investments Twenty Three CC be informed of the conditions applicable if they intend to erect the structure and use it in excess of 12 months, but less than 2 years, since it is a temporary structure:

(i) Once a Council resolution is passed that approves the land use and concept, a standard building plan submission be made to the Building Control division of the Engineering, Urban Development and Environmental Management Department.

(ii) Permission for this structure be limited to a maximum of 2 years, with inspections to be made at 12 months by the Engineering, Urban Development and Environmental Management Department to determine it serviceability.

(iii) Electrical installation to carry their own Erongo Red certifications and Fiscon Investments Twenty Three CC will need to get a Erongo Red Compliance Certificate to obtain a Completion Certificate.

(iv) A Standard Engineer's Appointment letter must be submitted with the application for a building permit to the Building Control Division.

(v) Upon completion of the conference facility, the appointed engineer must provide a completion certificate when the work has been completed.

(vi) Once documentation has been submitted and the site found to be suitable for human occupation after inspections a standard completion certificate to be issued for the development.

(vii) If Fiscon Investment Twenty Three CC intends to continue using the temporary structure after two years, and the structure is found to be functionally suitable for the intended use, the owner must re-apply for certification to continue use of the facility. Such an application to include certifications from a structural engineer, Erongo Red compliance certificates of compliance will require and inspections to determine to the functionality.

(viii) The area falls outside the conservation area, but the Erf is listed. Hence, after Council approval, approval will have to be obtained from the Aesthetics Committee, and Fiscon Investment Twenty Three CC will need approval in the form of a Built Heritage Permit that will need to be submitted with the application for a building permit."

(c) That with regard to the land use requirements it be noted that although a conference facility is not listed, Council has built a conference facility and operates it on the subject erf.

(d) That the following lease conditions be approved:

(i) Lease Area: The lease area is approximately 1 250m² located on Portion X of the Remainder of Erf 2747, Swakopmund.

(ii) Use: The lease area be used as a conference and events venue in a removable, insulated tent structure of 25m x 50m (1 250m²) with ancillary services.

(iii) Rental:

1. *That a nominal rental be applicable in the amount of N$10.00 / m², i.e., N$12,500.00 per month plus 15% VAT, N$1,800.00 = N$14,300.00, which is payable monthly in advance.*
2. *That a deposit equal to the monthly rental be paid.*
3. *That should the lease term exceed 12 months or in the event of a new lease term of 12 months, the rental be increased by 7%.*

(iv) Commencement Date: The day on which the tent is pitched, or on which preparations for pitching the tent commence on the lease area, whichever is earlier. Fiscon Investment Twenty-Three CC will give Council seven days' written notice of the commencement date.

(v) Lease Term: Twelve months from the commencement date, or the date of transfer of ownership of Portion X, whichever comes first.

(vi) Termination on Transfer: On the date of transfer of ownership of Portion X to Fiscon Investment Twenty Three CC, the lease term ends.

(vii) Right of Renewal: The lease confers no right or renewal and no option.

(viii) Fresh Application if the Processes Overrun: If three months before the expiry of the lease term it is clear that the subdivision, rezoning or transfer will not be completed within the term, Fiscon Investment Twenty Three CC will lodge a fresh application for a further lease period not exceeding one year on the same terms.

(xi) That Council be indemnified against all and any possible claims.

(x) That Fiscon Investment Twenty Three CC complies with the operating hours, in terms of its liquor license.

11.1.23 **REQUEST FOR FINANCIAL ASSISTANCE TO PARTICIPATE IN THE 2026 NEDBANK DESERT DASH AND TO REPRESENT THE SWAKOPMUND MUNICIPALITY**
(C/M 2026/10/29 - 3/15/1/6/1)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.6,** page **39,** refers.

A. **This item was submitted to the Management Committee for consideration:**

1. INTRODUCTION

Attached is an application from Mr Marco Gaweseb and Francios Waters, requesting financial assistance to participate in the two men half dash category at the Nedbank Desert Dash 2026 as well as to represent the Swakopmund Municipality. The event is scheduled to start in Windhoek on **11 December 2026** and conclude on **12 December 2026** at Platz Am Meer Mall in Swakopmund.

2. BACKGROUND

The Nedbank Desert Dash is recognized as the longest single-stage mountain bike race in Namibia and the world, attracting international participants as well as those from neighbouring countries, including Botswana and South Africa. An estimated 1,200 participants are set to participate in the cycling event, in which the 24-hour race covers 401 km from Windhoek to Swakopmund. The cyclists are expected to pedal over the Khomas Hochland Mountains through the Namib Desert to Swakopmund within 24 hours.

Among these participants are Mr Marco Gaweseb, an employee of the Municipality of Swakopmund, and Francios Waters who are competing in this year's race. Mr Gaweseb believes that participating in this event contributes positively to the upliftment of our country, as the funds raised are geared towards progressive activities. He is dedicated to fostering local sports, providing a safe space for physical activity, and creating strong connections within the community. By participating in this event, he aims to promote the Swakopmund Municipality's colors and enhance its exposure as an organization that supports cycling, fitness, health, wellness, and camaraderie. This initiative will help strengthen community partnerships for the future.

3. REQUEST

The applicants are requesting Council's sponsorship to the value of **N$11 842.00** for the following expenses:

MARCO GAWESEB AND FRANCIOS WATERS	***AMOUNT N$***
Cycling gear	*N$ 11 842.00*
Total	***N$ 11 842.00***

(*as per attached quotations*)

It should be noted that the applicants have not indicated whether they have approached other potential sponsors.

4. DISCUSSION

The Municipality of Swakopmund has a commendable commitment to promoting health and wellness among its employees, as exemplified by Mr Gaweseb's participation in the Nedbank Desert Dash. By sponsoring them, Council will empower these sportsmen and create a sense of fellowship among staff and residents, reinforcing the idea that we value and encourage the passions of our employees outside of work.

Additionally, sponsoring Mr Gaweseb and Francios Waters presents an opportunity for the Municipality of Swakopmund to gain visibility and recognition. As they compete in the race, they will wear branded kits representing the Municipality, ensuring that our logo is prominently displayed to a wide audience, including fellow competitors, spectators, and media coverage.

5. CONCLUSION

In conclusion, Economic Development Services advocates for the Municipality of Swakopmund to consider sponsoring Mr Gaweseb and Francios Waters' participation in the upcoming Nedbank Desert Dash. This sponsorship not only supports an employee's personal ambitions but also reflects our shared values of health, community engagement, and social responsibility.

This item was discussed at the Sponsorship Committee meeting held on **23 September 2026,** and it was proposed that the Municipal logo be prominently branded on the cycling gear as acknowledgement of the Council's sponsorship.

B. After the matter was considered, the following was:-

RESOLVED: (For Condonation by Council)

(a) That Council approves the sponsorship request of Mr M Gaweseb to participate and represent the Swakopmund Municipality at the Nedbank Desert Dash that will be hosted from 11-12 December 2026.

(b) That the sponsorship for both applicants be towards the branded cycling gears / kits, amounting to the value of N$11 842.00.

(c) That the Municipal logo be prominently branded on the cycling gear as acknowledgement of the Council's sponsorship.

(d) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000, where N$169,492.26 is available.

The CEO

Swakopmund Municipality

P O Box 53

Swakopmund

Dear Mr. Benjamin

RE: REQUEST FOR FINANCIAL SSUPPORT TO PARTICIPATE IN THE NEDBANK 2026 DESERT DASH AND TO REPRESENT THE SWAKOPMUND MUNICIPALITY

We are a team of two riders who are preparing to participate in the Nedbank Desert Dash - Two Man Half Dash, scheduled to take place on 11 December 2026.

We have officially registered for the Two-Man Half Dash and are currently preparing for this challenging event. The Nedbank Desert Dash is a renowned endurance cycling event that attracts cyclists from Namibia and beyond, providing an excellent platform to promote determination, teamwork, endurance and healthy living.

As part of our preparation, we are seeking sponsorship towards our riding gear required for the event. We would greatly appreciate Municipality of Swakopmund considering supporting us by sponsoring the cycling apparel required for our participation.

In return for your support, we would be pleased to provide brand visibility and recognition for Municipality of Swakopmund. The Municipality of Swakopmund logo would be displayed on our cycling jerseys and other suitable promotional material associated with our participation in the event.

Your sponsorship would not only assist us financially but would also contribute towards our goal of successfully completing this demanding endurance challenge. We believe that this partnership could provide a positive association between Municipality of Swakopmund and the values of endurance, teamwork, determination, commitment and healthy living.

We sincerely hope that you will consider supporting our team as we take on the Nedbank Desert Dash 2026 Two-Man Half Dash.

Thank you for considering our request. We look forward to the possibility of partnering with your company and proudly representing your brand during this exciting event.

Yours faithfully,

Marco Gaweseb
Nedbank Desert Dash 2026 - Two-Man Half Dash

Contact: +264 81 1504 809
Email: mgaweseb@swkmun.com.na

MUNICIPALITY OF SWAKOPMUND

OFFICE OF THE CEO
Corner of Rakotoka & Daniel Kamho Street
P O Box 53, Swakopmund, Namibia
Tel: +264 64 410 4100
Tel: +264 64 410 4218/9
Web: www.swkmun.com.na
Email: swkmun@swkmun.com.na
marketing@swkmun.com.na

Application No.:	

SPONSORSHIP & DONATION APPLICATION FORM

ALL APPLICATIONS FOR SPONSORSHIP/DONATION MUST BE SUBMITTED AT LEAST 60 DAYS (2 MONTHS) PRIOR TO THE SCHEDULED PROJECT OR EVENT.

Applicant Details			
Name: (Individual/Organization)	Marco Gaweseb & Francois Waters		
Address: *(Full address)*	Postal Address	P O Box 24059	
		Windhoek	
	Residential or Business Address	Erf 6301, Huab Street,	
		Ocean View, Swakopmund	
Contact person Details			
Name:	Marco Gaweseb		
Position held in Organization:	Aerodrome Superintendent		
Cell:	0811504809	**Tel:**	064-4104443
Email:	mgaweseb@swkmun.com.na		

Total amount or resources requested			
Amount (N$)	N$ 11 842.00	**Resources** (List)	Cycling Gear

Which sector is your event/request related to? *(Please Tick √)*					
Health		Education		Environment	
Community		Sports & Recreation	x	Arts & Culture	

Indicate whether there will be entry fee(s) charged, or ticket(s) sold.					
Yes	X	**If yes indicate the Amount**	**N$** 4000 p/p	No	

Project Details *[Name and detail of the project, event, or activity]*
Nedbank Desert Dash 2026

How does it contribute to the community's well-being, prosperity and/or sustainability?
This MTB race from Windhoek to Swakopmund attracts well over 1200 entries annually, with family and
friends supporting the participants. All of them spend the weekend in Swakopmund, therefore
Accomodation establishments. Restaurants are the beneficiaries in the community.

How does it align with Municipality of Swakopmund values?
Destination of choice.
SWAKOPMUND - The Centre of Adventure !!!!
Finishing the race in Swakopmund, and riding into the Swakopmund with Municipality of
Swakopmund colors on your chest.

How will the Municipality of Swakopmund be recognized/benefits for its support?
The Municipality of Swakopmund will receive exposure as an organization, a organization that supports
and promotes Wellness, cycling, health and camaraderie. The Centre of Adventure will be advertised
throughout the race.

NOTE: **Preference is given to individuals/groups/organizations that:**

1. *Are non-profit and can demonstrate community support & involvement.*
2. *Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly, and the disabled within the community.*
3. *Can demonstrate how the money or in-kind donations are to be used and the expected outcome of the project/event.*
4. *Commit to acknowledging the Municipality of Swakopmund's contribution through the placement of various promotional banners, brochures, posters, and the Municipality of Swakopmund's logo on promotional material/clothing.*
5. *Commit to providing the Municipality of Swakopmund with letters, photos, and press review, that summarize the outcome and benefits of the project/event, within **30 days,** following the date of the event/project where applicable.*

Excursions: *Council will **NOT** consider nor support the application for:*

1. *Individuals, groups, organizations, projects, and other activities outside Namibia, or otherwise motivated.*
2. *Advertising and promotions, including advertising solicited on behalf of another organization.*
3. *Membership dues or school fees.*
4. *Reducing or donating the cost of rates and taxes on the municipal accounts.*
5. *Churches or other religious groups.*
6. *Labor or political organization or candidates for public office.*
7. *Corporate/family picnics and cocktail parties.*
8. *Fraternal associations.*
9. *Travel funds for trips, tours, or expeditions.*
10. *Organizations or programs that are sensitive, controversial, harmful, or pose a potential conflict of interest.*
11. *Professional fund-raisers working on behalf of an organizations.*
12. *Generic requests that may have been sent to various organizations - the "To whom it may concern" letter.*
13. *Additional funds for groups and organizations already under a multi-year Commitment.*
14. *Sponsorship request from groups or individuals who are not residing in Swakopmund and events or programs that are not hosted in Swakopmund and not beneficial to the community or economy of Swakopmund.*

Mandatory documents to be attached:	1. *The total budget or projected cost of the event.* 2. *A list of all project contributors, or partners and other sponsors/donor.* 3. *A list of personnel involved in running the project/event with proof of Swakopmund residency (Election voters' card, Municipal water bill etc.,)* 4. *Proof of participation/invitation/registration letter.* 5. *Proof of grants from other sponsors.* 6. *Quotation for proposed of sponsorship/donation request.* 7. *Other documents that may support your application.*

Declaration		
I hereby declare that all the information I have provided on this application form is true and correct to the best of my knowledge. I understand that by submitting this application form does not mean that the Municipality of Swakopmund will sponsor or donate towards the project/event.		
Name of Applicant	**Signature of Applicant**	**Application Date**

ANATOMIC

Silhouette Sportswear Manufacturers Pty (Ltd)
Vat reg no: 4370109912

ANATOMIC Banking details: ABSA, Northcliff branch, Branch code: 630456, Acc nr: 4060132574

Physical address: Silhouette House 179, Beyers Naude ave, Northcliff, JHB

Pastel details: UPDATE | SAME | NEW

Please use your account no as reference when paying

Your ACC no is **NEW**

Jannie@Anatomic.co.za

Deposit **R 5 921,00**

Quote B

JOB name/Nr						Date	26-09-14
Sales Rep	Jannie	Mobile	082 336 2184			fax	

For attention	Marco	Tel number	
Pastel name	Swakopmund Aerodrome	Direct Tel number	
PO Number		Mobile number	
Postal address		Fax Number	
Physical address		E-mail	
VAT reg nr		Accounts Contact Person	

Marco Goweseb
Airport Superintendent
SWAKOPMUND

Description of product	Extra Note	Total	Price/Item (Excl VAT)	Total (Excl VAT)
Full Colour Branded ELITE Cycle Jersey (Featherlite , Short Pro Dragon Fly Sleeve & Hidden, Full Covered zip)		4	R 2 616,00	R 2 464,00
Branded Side Ergonomic Cycle Bibs (Platinum Padding , Lycra , Plush Elastic Bibtop, Gecko branded Bands on leg)		2	R 1 005,00	R 2 616,00
Stock VIZI Shell- Long sleeve		2	R 499,00	R 998,00
Design, layout and DM1 included in the costing- as long as all logos supplied in Vector format				
Lead Time - 4 weeks in production, and normally 4-5 work days courier from JHB - Swakopmund(Total 5 Weeks)				
Emirik Namibia Express to client in Namibia excl all taxes		1	R 770,00	R 770,00

Designing will only happen once the quote was accepted
*** This quote is valid for 6 weeks ***

Total (excluding VAT)	R 11 842,00
0 % VAT on Namibia Export in SA	
TOTAL (including VAT) **	R 11 842,00

Terms & Conditions:

** Full payment required BEFORE or ON delivery ***

1. We will not be held responsible for any spelling or artwork errors once approved by you.
2. Any amendments made to proof will result in delay of the delivery date.
3. Any subsequent changes made once artwork has been approved, will be charged accordingly and will also result in a delay.
4. Printing will be matched to close as possible to Pantone colours or colour matches supplied. Within industry limits, we do not guarantee a 100% colours match.
5. Printing of any will be matched to close as possible to our standard Nylon Lycra colours. Within industry limits, we do not guarantee a 100% colours match.
6. Sublimation printed garments, of particulars items are printed using the sublimation process on white polyester Lycra. Once it washed, it will not be a solid colour like the uncoated nylon Lycra used on the rest of the garments. Lycra
7. Anatomic reserves their right to put the Anatomic logo on all items. Printed is not printed , if the client does not want the Anatomic logo on the kit a surcharge needs to be paid = R10 per item
8. We can not guarantee any reflective of reflective wear.
9. Layouts sent in colours (soft-mail) are not colour reflective of the colour, but merely an indication of what the item will look like.
10. Should you require changes to the design, we will provide a new proof and require final approval before production can commence.
11. Quotation valid for 6 weeks unless otherwise stated by our sales representative. This quote is valid for 6 weeks.
12. Any size that is selected longer or shorter than our standard sizes is available, with extra A surcharge of R15,00 per item.



for the Municipality of Swakopmund.

1. Mens Cycling Shirts x4 (Size M)
2. Mens Cycling Bib shorts x2 (Sizes S & M)
3. Mens cycling Jacket x2 (Size M)
4. Cycling socks x2
5. Design & Set-up
6. Courier

Remarks

Place	Date	Customer signature	Print name

← Back

[Action Required]: Nedbank Desert Dash 2026 Registration

Inbox

data@bunny.software
To: me · Mon, Jul 27 at 12:16 PM

Dear Marco

We've received your registration for this year's Nedbank Desert Dash. You've registered for Half Dash 2 Person Team entry and your Entry Reference Number is **2PH00758** .Please use this reference number in all future correspondence regarding this event.

To complete your registration and confirm your entry, you will be required to make a payment. You have 8 hours to make your payment. Payment can be done at **https://desertdashportal.com/sdiohkjdnashkdshkjk/** . Please complete the checkout process at the specified link. We offer Electronic Funds Transfer(EFT) and Debit/Credit Card payment options. If payment does not reflect in our bank account within 48 your registration will be considered canceled and you will have to register again.

Proof of payment should be sent via email to Johan Pretorius at raceday@raceday.events

Please do not respond to this email, for any inquiries contact Johan Pretorius.

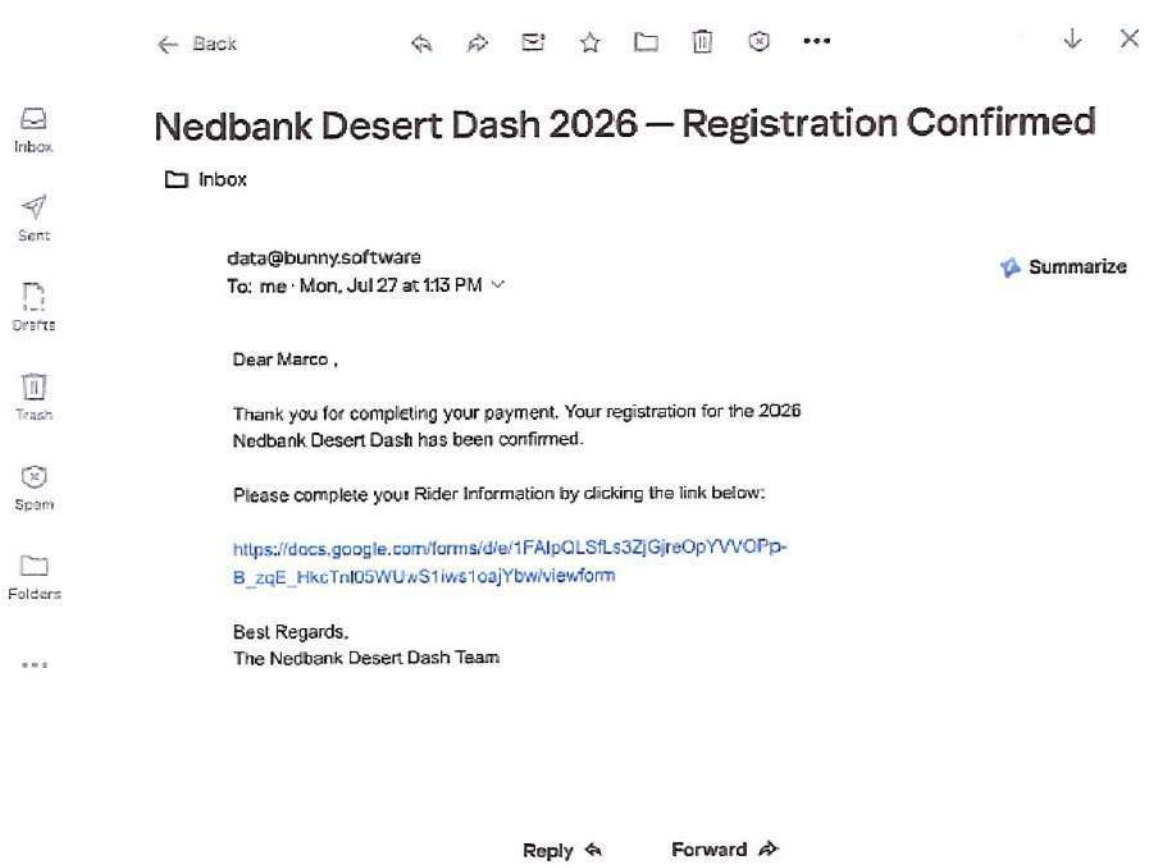
Once payment has been confirmed, you will get another email with a link to complete your rider details.

Best Regards,

The Nedbank Desert Dash Team

Starred Contacts Mon





← Back

Inbox
Sent
Drafts
Trash
Spam
Folders
...

Nedbank Desert Dash 2026 — Registration Confirmed

Inbox

data@bunny.software
To: me · Mon, Jul 27 at 1:13 PM

Summarize

Dear Marco ,

Thank you for completing your payment. Your registration for the 2026 Nedbank Desert Dash has been confirmed.

Please complete your Rider Information by clicking the link below:

https://docs.google.com/forms/d/e/1FAIpQLSfLs3ZjGjreOpYVVOPp-B_zqE_HkcTnl05WUwS1iws1oajYbw/viewform

Best Regards,
The Nedbank Desert Dash Team

Reply Forward

Municipality of Swakopmund

P.O. Box 53, Swakopmund
Tel (064) 410 4111 Fax (088) 651 9141
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

TAX Invoice	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Details/Meter Readings		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Meter Readings Dates	
[illegible]	[illegible]
[illegible]	[illegible]

Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
07/23	BALANCE B/FWD		0.00	55.16-	55.16-
08/23	WA CONSUMPTION STAFF 35 FR	ZER	0.00	0.00	0.00
08/23	SD FIRE BRIGADE SERV - RES	EXP	0.00	2.46	2.46
08/23	DISPOSAL FEES DOM	EXP	0.00	7.37	7.37
08/23	SD CLEANING SERV	EXP	0.00	19.64	19.64
[illegible]			0.00	25.69-	25.69-

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]

[illegible]			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]		
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[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	
[illegible]	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Annual Levy	

KINDLY TEAR OFF AND RETURN WITH PAYMENT

Swakopmund Municipality
P.O. Box 53
Swakopmund

Name	Due Date	[illegible]
[illegible]	Account No.	[illegible]
REMITTANCE ADVICE	Amount	[illegible]

[illegible]

11.1.24 **REQUEST FOR FINANCIAL ASSISTANCE TO PROCURE MEDALS FOR THE UPCOMING BEACH WRESTLING CHAMPIONSHIP**
(C/M 2026/10/29 - 3/15/1/1)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.7,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. INTRODUCTION

Attached is an application from Swakopmund Atlantic Wrestling Academy (SAWA), which was founded by Mr Gabriel Gurirab, in which they request for an in-kind sponsorship valued at N$ 2 175.00 to support the upcoming 2026 Beach Wrestling Championship. The event is scheduled to take place in Swakopmund on **24th October 2026**.

2. BACKGROUND

This is the second edition of SAWA's annual national-level initiative; this championship plays a pivotal role in the Namibia Wrestling Federation's decentralization and youth development strategic programs. It provides a critical launchpad for Namibian youth to compete toward regional, continental, and international podiums.

This project heavily intersects with the development of the youth within previously disadvantaged local neighbourhoods. By enforcing strict adherence to World Anti-Doping Agency (WADA) guidelines, SAWA provides healthy social inclusion pathways that actively safeguard vulnerable youths and school dropouts from substance abuse. Our goals perfectly mirror the Municipality of Swakopmund's core pillars of Integrity, Diversity & Inclusiveness, and Innovation.

3. REQUEST

The applicants are requesting Council's sponsorship to the value of N$2,175.00 for the following expenses:

- *90 Tryumf Medals (30 Gold, 30 Silver, 30 Bronze)*
- *90 Tryumf Medal Ribbons*
  (as per attached quotations)

4. DISCUSSION

In appreciation of the partnership between Swakopmund Municipality and SAWA, this guarantees high-visibility brand positioning for the Municipality, including dedicated promotional banner placements at the venue, public marketing announcements, and broadcast acknowledgment via national media coverage channels, including NBC Sport News

5. CONCLUSION

The Swakop Atlantic Wrestling Academy (SAWA) is deeply committed to using sports as a catalyst for socio-economic transformation, youth empowerment, and health awareness in Swakopmund. Partnering with SAWA for the 2026 Beach Wrestling Championship is a powerful investment in Swakopmund's youth. This N$2,175.00 sponsorship fosters

social inclusion, combats substance abuse, and aligns with municipal values. In return, the Municipality gains high-visibility branding and national media exposure on NBC Sport News.

This item was discussed at the Sponsorship Committee meeting held on **23 September 2026**, where it was proposed that the **specific beach area and applicable rental rate be clearly indicated in the recommendation** for consideration and approval.

B. **After the matter was considered, the following was:-**

RESOLVED: **(For Condonation by Council)**

(a) **That Council approves the sponsorship request of Swakopmund Atlantic Wrestling Academy (SAWA) for 90x tryumf medals and ribbons valued at N$2175.00 to support the upcoming 2026 Beach Wrestling Championship that will be hosted on 24 October 2026.**

(b) **The Swakopmund Atlantic Wrestling Academy (SAWA) pays the rental fees of N$1,134.16 for the use at the Mole Beach.**

(c) **That the funds for the medals and ribbons be defrayed from the Corporate Services Publicity Vote: 150515533000, where N$169,492.26 is available.**

NAMIBIAN WRESTLING FEDERATION

Address: P.O. Box 98247, Windhoek, Namibia
Phone: +264 81 129 3640 / +264 81 438 9884
Email: nam@uww.org

11 August 2026

To whom it may concern:

RE: SWAKOP ATLANTIC WRESTLING ACADEMY REGISTRATION CONFIRMATION

The subject bears reference,

The Namibian Wrestling Federation (NWF), the official affiliate to the United World Wrestling under the governance of Ministry of Education, Innovation, Youth, Sport, Arts and Culture and the Namibian Sport Commission, in conjunction with the Namibia National Olympic committee would hereby like to confirm that Swakopmund Atlantic Wrestling Academy is registered and affiliated with the Namibian Wrestling Federation under guidance and leadership of coach Gabriel Gurirab (ID:76101410331). His full details below:

Gabriel Gurirab
ID: 76101410331
Swakop Atlantic Wrestling Academy
Email: gabrielgurirab@gmail.com
Contact: +264 81 758 4121

Yours in wrestling,

Anke Erasmus
NWF Secretary-General
+264 81 438 9884

Quote

Quote No : 9-5450
Quote Date : 2026-08-07
Sales Rep : Ashwil van Wyk

To:
Customer Number :9-5338
Swakop Atlantic Wrestling Academy

Swakopmund
Erongo

Cel: 264817584121

From OTB Sport Swakopmund

Swakopmund
Erongo

064403800
swakop@otbsport.com
4000094015

Code	Description	Colour	Size	Disc%	Unit Price Ex Vat	QTY	Total Incl Vat
MED5002	Tryumf Medal w Space 25mm Emblo	Gold	None	0.00%	N$ 17.39	30	N$ 600.00
MED0850	Tryumf Medal w space for emblem - 2	Bronze	None	0.00%	N$ 13.04	30	N$ 450.00
MED0850	Tryumf Medal w space for emblem - 2	Silver	None	0.00%	N$ 13.04	30	N$ 450.00
1008629	Tryumf Medal Ribbons	Assorted	No Size	0.00%	N$ 8.52	90	N$ 675.00

Bank: Nedbank
Branch Code: 461617
Account Name: OTB Sport
Account Number: 1100016274S

Total Units :	**180**
Total Ex Vat:	**N$ 1891.30**
Vat :	**N$ 283.70**
Total Discount Amount :	**N$ 0.00**
Total Incl Vat:	**N$ 2175.00**

This quote is only valid for 7 days from date of issue.

MUNICIPALITY OF SWAKOPMUND

OFFICE OF THE CEO

SPONSORSHIP & DONATION APPLICATION FO

Applicant Details

Name: *(Individual/Organization)*	Swakop Atlantic Wrestling Academy (SAWA)
Address: *(Full address)*	Postal Address: N/A
	Residential or Business Address: Current Training venue: Coastal H school, Swakopmund

Contact person Details

Name:	Mr Gabriel Gurirab
Position held in Organization:	Founder admin of SAWA and member of Namibia Wrestling Federation coaches committee : Swakop Atlantic Wrestling Academy (SAWA)
Cell:	0817584121 **Tel:** N/A
Email:	gabrielgurirab@gmail.com

Total amount or resources requested

Amount (N$) N$2175.00	**Resources** (List) (90 Tryumf Medals + 90 Tryumf medal Ribbons) (30 Golds)+(30 Silvers)+(30 Bronze) = 90 Ribbons

Which sector is your event/request related to? *(Please Tick √)*

Health		Education	Environment
Community		Sports & Recreation	Arts & Culture

Indicate whether there will be entry fee(s) charged, or ticket(s) sold.

Yes **If yes indicate the Amount** No ✓

Project Details *(Name and detail of the project, event, or activity)*

2026 Beach Wrestling Championship, are 2nd edition of SAWA annual Beach Wrestling Championships. The championships act as mayor contribution to Namibia Wrestling Federation, Beach Wrestling Development programs and decentralization of wrestling. Championships opens doors to all Namibian Wrestling clubs and wrestling academy to competes towards National, Continental and International Beach Wrestling podiums.

How does it contribute to the community's well-being, prosperity and/or sustainability?

Its creates more room for social inclusion, an wealth leverage among previous disadvantages Swakopmund community members, Laid strong youth development foundation to involve members community at large within the scope of MEIYSAC. Early sport development Practicing sport and educating its members within WADA (World Anti Doping Agency) rules will, protect involve athletes from entering world of drug abuse at early age, run as community awareness that includdes early school drop outs due different social challenges.

How does it align with Municipality of Swakopmund values?

The event remains as an unifying tool of Swakopmund community, to fight social challenges, such as Social exclusion, Institutional injustices that is build on core values of Integrity, Diversity & Inclusiveness and Innovation

How will the Municipality of Swakopmund be recognized/benefits for its support?

Social media coverage (Nbc sport news)
Token of appreciation to be presented Swakopmund Municipality
Swakopmund Municipality Brands, availability to public during event, as act of social responsibility.
Publicanons of Swakopmund Municipality Marketing tools such as brands and banners during 24th October 2026, Events date

NOTE: **Preference is given to individuals/groups/organisations that:**

1. *Are not predetermined to indicate community support & involvement.*
2. *Are working for the benefit of a wide range of stakeholders, in particular the youth, women, elderly, and the disabled within the community.*
3. *Can demonstrate how the money or in-kind donations are to be used and the expected outcomes of the project/event.*
4. *Commit to acknowledging the Municipality of Swakopmund's contribution through the placement of venue, promotional banners, brochures, posters, and the Municipality of Swakopmund's logo on promotional communications.*
5. *Commit to providing the Municipality of Swakopmund with letters, photos, and press review that are relevant to the outcome and benefits of the project/event, within 30 days, following the date of the event/project where applicable.*

Exclusions: *Council will **NOT** consider nor support the application for:*

1. *Individuals, groups, organizations, projects, and other activities outside Namibia, or otherwise mentioned.*
2. *Advertising and promotions, including advertising solicited on behalf of another organization.*
3. *Membership dues or school fees.*
4. *Reducing or donating the cost of rates and taxes on the municipal accounts.*
5. *Churches or other religious groups.*
6. *Labor or political organization or candidates for public office.*
7. *Corporate/family picnics and cocktail parties.*
8. *Fraternal associations.*
9. *Travel funds for trips, tours, or expeditions.*
10. *Organizations or programs that are sensitive, controversial, harmful, or pose a potential conflict of interest.*
11. *Professional fund-raisers working on behalf of an organizations.*
12. *Generic requests that may have been sent to various organizations - the "To whom it may concern" letter.*
13. *Additional funds for groups and organizations already under a multi-year Commitment.*
14. *Sponsorship request from groups or individuals who are not residing in Swakopmund and events or programs that are not hosted in Swakopmund and not beneficial to the community or economy of Swakopmund.*

Mandatory documents to be attached:

1. *The total budget or projected cost of the event.*
2. *A list of all Project contributors, or partners and other sponsors/donor.*
3. *A list of personnel involved in running the project/event with proof of Swakopmund residency (Election voters' card, Municipal water bill etc.)*
4. *Proof of participation limited/registration letter.*
5. *Proof of grants from other sponsors.*
6. *Quotation for proposed of sponsorship/donation request.*
7. *Other documents that may support your application.*

Declaration

I hereby declare that all the information I have provided on this application form is true and correct to the best of my knowledge. I understand that by submitting this application form does not mean that the Municipality of Swakopmund will sponsor or donate towards the [illegible].

Gabriel Gaeiras		11/08/2026
Name of Applicant	**Signature of Applicant**	**Application Date**

11.1.25 **APPLICATION TO HOST THE SWAKOP FOOD FESTIVAL AT THE TENNIS COURTS PARKING AREA**
(C/M 2026/10/29 - 15/2/5/3)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.10,** page **80,** refers.

A. This item was submitted to the Management Committee for consideration:

1. INTRODUCTION

The Special Management Committee, held on **27 August 2026** after noting the presentation made by Ms. Dalene Stephanus (**Annexure A**) referred the matter back for resubmission. The purpose is therefore to provide more context into the procedures followed by the Events Coordination Committee (ECC) in evaluating the application for hosting the Swakop Food Festival at the Tennis Courts parking area.

2. BACKGROUND

The ECC is mandated by Council to promote, review, evaluate, support, coordinate, and manage events within the Swakopmund municipal area in accordance with Council's approved policy.

In executing this mandate, the ECC ensures that all events are managed and comply with Council and national regulations, to secure the best outcome for the Swakopmund community as well as for event organizers. The ECC comprises essential departmental representatives and, where necessary, seeks input from external stakeholders, including the Namibian Police Force, before any official position is conveyed to an applicant by way of a letter of approval.

Several applications have been evaluated, three (3) of which re-occur annually. Given their history of consistent annual hosting and their significant contribution to visitor footfall in Swakopmund, these events were recognized as important annual events. Below is the sequence in which each application was tabled with the ECC, followed by an illustration of how the venue conflict arose.

2.1 Swakop Food Festival

- *Formal application received on **18 April 2026**, requesting the Tennis Courts parking area for **16 - 19 December 2026** (**Annexure B**).*
- *The application was assessed and approved in principle by the ECC on **12 May 2026** (**Annexure C**).*
- *In a letter dated **22 June 2026**, the applicant was notified that the venue was unavailable, having already been booked from **09 December 2026** to **10 January 2027**, and was asked to propose alternative dates or a venue (**Annexure D**).*
- *The applicant objected to ECC's decision and requested an audience with the ECC, after which she was invited to present her case of appeal on **02 July 2026**. (**Annexure E - F**).*
- *Following the above meeting a joint site visit was held with the applicant on **08 July 2026,** where alternative options were presented to the applicant for consideration.*
- *The applicant declined the proposed Strand Street alternative on **09 July 2026** as it was not suitable for the size of her event (**Annexure G**).*

- *The matter was revisited on **14 July 2026**, when the ECC recommended that the item be submitted to the Management Committee for consideration.*
- *The matter was discussed on **27 August 2026** at the Special Management Committee and referred back for resubmission.*

2.2 Outdoor Activity Hub [Connect People to People]

- *A meeting request was received from Mr Heyns (organiser of the outdoor activity hub) on **27 April 2026** to discuss past events and address any challenges related to the event in lieu of the 2026 application.*
- *Subsequently, the ECC invited Mr Heyns for an audience on **03 June 2026** regarding the application for the Outdoor Activity Hub (**Annexure H**) scheduled for **9 December 2026** until **10 January 2027** at the tennis court parking area.*
- *The application was received on **04 June 2026** and tabled at ECC on **12 June 2026,** after which approval was granted.*

2.3 Swakopmund Festive Fair (Street Fair)

Swakopmund's oldest event, having marked its 50th anniversary two years ago, is a Council event.

- *Application to host the 2026 edition submitted on **04 February 2026** at the Amphitheatre parking area for **17 - 19 December 2026** (**Annexure I**).*
- *Application reviewed and approved by the ECC on **12 March 2026**.*

2.4 Methodology used to mitigate venue challenge

Considering the contention for hosting events at the tennis court parking area, the ECC had to assess the above 3 applications as they were scheduled to take place at the same area and during the same period. The following criteria therefore guided the ECC's decision:

CRITERIA	SWAKOP FOOD FESTIVAL	OUTDOOR ACTIVITY HUB	SWAKOPMUND FESTIVE FAIR
Duration	2 days	1 month	2 days
Community benefit	Unemployed, SME, Youth	Unemployed, SME, Youth	Unemployed, SME, Youth
Target audience	Broader Audience	Family-oriented Activities	Broader Audience
Economic Impact	Vendors Centric	Vendors Centric	Vendors Centric
Diversity of Activities	Food & Entertainment	Recreational activities for all ages, & Food	Food, Arts & Crafts, Entertainment
Social Impact	• Employment for youth	• Employment for youth • Percentage of profits to soup kitchens and vulnerable children	• SME promotion
Safety & Operational Aspects	Security and Medical personnel on site, open access for public	Child friendly, medical & security personnel on site, controlled entry	Security and Medical personnel on site, open access for public
Income for Council	16,376.55	40,449.86	Council Event

It should be noted that although the application dates are considered, it is not the sole determining factor therefore cannot guarantee approval. In search of an amicable solution and to ensure that all three (3) events continue to co-exist without creating an impression of bias or unfairness, the ECC concluded that the optimal solution would be to request Ms Stephanus to change the date of her event or alternatively consider a different venue.

3. DISCUSSION

The ECC noted that the venue challenge arose as a result of overlapping events and that venue allocation could not be merely resolved through a change of venue. In light thereof, the ECC discussed possible alternatives including ***"amending the dates of the Swakop Food Festival"*** or ***"relocating the event to a different venue"***.

The **first option** would benefit vendors by enabling them to participate in both the Swakop Food Festival and the Swakopmund Festive Fair. The **second option** would allow all events to happen simultaneously. The **third option** worth exploring could be for Council to consider a change of dates for the Swakopmund Festive Fair event. This would allow for Ms Stephanus to make use of her preferred venue.

In seeking an outcome that satisfies all three parties, Council may wish to consider the following options:

1. *Approve the amendment of the Swakop Food Festival's dates to enable the event to be accommodated at the Amphitheatre parking area.*
2. *Explore a shared-use or rotation arrangement between the Swakop Food Festival and the Swakopmund Festive Fair at the Amphitheatre, allowing vendors from both events to participate.*
3. *Direct the ECC to look into alternative areas as venue options for these annual events*
4. *Formalise an annual events calendar with priority booking windows for recognized annual events (the Swakopmund Festive Fair, the Swakop Food Festival, and the Outdoor Activity Hub) to reduce the likelihood of overlapping applications in future.*

4. CONCLUSION.

The ECC takes into account the earlier application received by the applicant and the economic impact that the Swakop Food Festival has on Swakopmund. At this stage, the matter remains unresolved and is therefore submitted to the Management Committee for a final resolution.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council recognises the Swakop Food Festival as an annual festive season event with effect from December 2027.

(b) That the Swakopmund Food Festival be approved to operate at the Amphitheatre.

(c) That Council considers amending the Swakopmund Festive Fair event to another date to accommodate the Swakopmund Food Festival, or the Festive Fair should be hosted at its usual venue.

Opening Address to the Management Committee
Good morning, Chairperson and members of the Management Committee.
Thank you for giving me the opportunity to address you today.
Before I present my findings, my documentation and the evidence I have brought with me, I would like to take a few minutes to explain why this matter is so important to me, and why I felt it was necessary to come before this Committee personally.
I am not here today simply as an event organiser asking for a venue.
I am here as a Namibian entrepreneur who, over the past seven years, has built something from the ground up in Swakopmund – something that started from a very personal place, but has grown into an event that creates opportunities for businesses, entrepreneurs, young people, visitors and the broader local economy.
When I started the Swakop Food Festival, I will be completely honest: I needed the money.
It started as a means of creating an opportunity for myself and generating an income.
But somewhere along the way, it became much bigger than that.
It became a passion project.
It became something I believed in.
And it became something that I believe has a genuine place within Swakopmund's tourism, hospitality and economic landscape.
Over the years, we have grown the Swakop Food Festival into a significant culinary event that attracts thousands of people and creates a platform for local food businesses and entrepreneurs.
But what people often see is only the event itself.
They see the stalls.
They see the food.
They see the entertainment.
They see people having a good time.
What they don't always see is what happens behind the scenes and beyond the event grounds.
They don't see the unemployed young people who get temporary employment through the festival.
They don't see the additional staff that vendors have to bring in.
They don't see the suppliers who receive orders.
They don't see the transport providers.
They don't see the people buying stock.
They don't see the accommodation establishments benefiting from visitors.
They don't see the fuel stations, supermarkets, wholesalers, printers, designers, security companies, cleaning companies, equipment suppliers and other small businesses that become part of the economic chain.
And they certainly don't see how the money spent at one event continues to move through the community long after somebody has bought a plate of food.
Our vendors alone have generated approximately N$120,000 in sales during a single event, and that is only one part of the economic activity created around the festival.
That money doesn't simply disappear.
It goes back into businesses.
It pays wages.
It pays suppliers.
It purchases stock.
It supports families.
It enables entrepreneurs to continue operating.
And it circulates through the local economy.
That is the multiplier effect of an event like this.
And this is why I was deeply disappointed by the way the current venue matter was handled.
I was initially given the understanding that the Swakop Food Festival's venue application had been approved.
I subsequently became aware that another application had been considered and that the venue had ultimately been allocated in a way that materially affects my four-day event.
I was told that the process was not simply first come, first served.
I understand that.
I have never argued that the Municipality should allocate venues purely on the basis of who submitted an application first.
What I am asking is something much more fundamental:
If the decision is not based on first come, first served, then what information was used to compare the applications?
And more importantly, was I given an opportunity to understand and respond to that information?
I have never been provided with an impact report from the other event.
I have not been given the opportunity to see what economic, tourism, employment or community impact was presented on behalf of that event.

And therefore, I struggle to understand how I could be expected to accept that a fully informed comparison was made between the two events when I have not been given access to the information against which my event was effectively being assessed.
I am not here to attack another event organiser.
This is not personal.
I respect that other people have businesses, ideas and events that they want to bring to Swakopmund.
My concern is the process and whether the decision-makers had the full picture before making a decision that has a significant impact on an established event.
Because the Swakop Food Festival is not a new concept being proposed for the first time.
It has a history.
It has an audience.
It has vendors.
It has sponsors and partners.
It has an economic track record.
It has created employment.
It has attracted visitors.
And it has taken me seven years of work, personal financial risk, sleepless nights, setbacks and persistence to get it to where it is today.
And despite all of those obstacles, I kept going.
I kept building.
I kept finding ways to make it better.
And now we are reaching a point where the festival is no longer only looking inward at Swakopmund.
We have begun building relationships beyond Namibia.
We are expanding our connections into Botswana, creating opportunities for collaboration and cross-border participation.
And I am working towards establishing connections with Zambia as well.
That is the direction in which I am taking this event.
I want the Swakop Food Festival to become a platform that doesn't only bring people into Swakopmund, but also puts Swakopmund and Namibia on the map as a destination for food, tourism, entrepreneurship and cultural exchange.
That is the bigger vision.
And I believe Swakopmund should be proud of having an event that is growing in that direction.
I also want to emphasise that this festival is not simply about me.
Yes, I own and manage the festival.
Yes, I have carried the financial risk.
Yes, I have invested my time, my resources and my reputation into building it.
But the festival has become an ecosystem.
There are vendors who rely on these opportunities.
There are young people who get work.
There are entrepreneurs who use the platform to expose their businesses.
There are people who travel to Swakopmund specifically for events like this.
There are businesses that benefit from the increased foot traffic and tourism activity.
There are sponsors who invest because they see the value of connecting their brands to the event.
There are families who come to enjoy themselves.
And there is a local economy that benefits every time people choose to spend their money here.
That is why the venue decision is not insignificant to me.
A four-day event may sound like only four days on a calendar.
But for the people involved, the economic activity begins weeks and sometimes months before those four days, and it continues afterwards.
It is preparation.
It is procurement.
It is employment.
It is accommodation.
It is transport.
It is marketing.
It is stock.
It is production.
It is sales.
It is income.
It is opportunity.
And it is tourism.
So when I received the news regarding the venue, I was disappointed – not simply because I wanted a particular venue, but because I felt that the contribution of the Swakop Food Festival had not been adequately considered or communicated in the process.
I have also been disappointed by the lack of communication throughout this process.

I have repeatedly asked for clarity.
I have asked where the matter stands.
I have asked whether there was documentation I needed to provide.
I have asked whether I needed to make a presentation or submit additional information.
And I have not always received the answers or communication that I believe an applicant should reasonably receive when such an important decision is being made.
That is why I asked to come before this Committee.
I don't want a decision made about my event based on assumptions.
I don't want a decision made based on one submission, one motivation or one side of the story.
And I don't want this Committee to have to rely on what I say today simply because I am standing in front of you.
I want you to see the evidence.
I want you to see the history.
I want you to see the numbers.
I want you to see the economic impact.
I want you to see what we have built.
I want you to see the opportunities we have created.
And I want you to make your decision based on the complete picture.
I am also not asking the Municipality to give me special treatment.
I am asking for a fair and informed process.
I am asking that the Swakop Food Festival be evaluated on its actual contribution, its track record and its future potential.
Because I genuinely believe that what we have built is worth protecting and worth growing.
Seven years ago, this was simply an idea that I needed to make work.
Today, it has become something that belongs to much more than just me.
It belongs to the vendors who participate.
It belongs to the young people who get opportunities through it.
It belongs to the businesses that benefit from it.
It belongs to the visitors who come to Swakopmund.
And, ultimately, it contributes to the economic and tourism story of this town.
So, Chairperson and members of the Committee, I am asking you today to look beyond the four days of the festival.
Look at the seven years behind it.
Look at the economic activity it generates.
Look at the people it employs.
Look at the businesses it supports.
Look at the tourism it brings.
Look at the partnerships it has developed.
Look at where it is going – not only within Namibia, but now into the region.
And most importantly, look at whether the process followed in dealing with the venue application gave you all the information necessary to make a properly informed decision.
I am here today because I believe that if you are going to make a decision about the future of the Swakop Food Festival, you deserved to have the full picture.
Thank you for hearing me.

ANNEXURE B

Swakopmund Events Permit Office
Economic Development Services
[illegible]
P.O.Box [illegible] Swakopmund Namibia
Tel: +264 64 410 [illegible]
Fax: [illegible]
Email: [illegible]

SWAKOPMUND MUNICIPALITY

Application No.:

SWAKOPMUND EVENT HOSTING APPLICATION FORM

The following information and documentation are required from ALL organizers of events wishing to host events in Swakopmund on public open spaces and/or Local Authority property.

Event Information

Name of Event:	Seafood Festival		
Event Venue: (Full address)	Option 1: Tennis Court, Swakopmund Option 2: Kuisebmond Swakopmund		
Date/s of proposed Event:	16 – 19 December 2026		
Event Start Time:	09h00	Event End Time:	23h00
Set-Up: Date & Time:	15 Dec	Strike Down Date & Time:	20 Dec 07h00
Event Overview: (Full event proposal profile to be attached)	We are hosting the annual Seafood Festival		
Event Format:	Beer Stalls, Stage, entertainment		

Overall Event Profile *(Please indicate the most applicable event (✓))*

Concert/ Music Festival	☐	Sports	☒	Trade Shows Exhibition/Launches	☐	Religious/ Church Event	☐
Fireworks – Pyrotechnic Displays	☐	Charity Fundraiser Cycling/Run/Walk	☐	Conference Meetings/ Seminars	☐	Cultural Event	☐
Carnivals	☐	Award Ceremonies	☐	Day/Night Market	☐	School Event	☐
Leisure & Lifestyle Food & Wine	☐	Community Event	☐	Corporate Party	☐	Weddings/Birthdays (If using Municipal facilities)	☐

Other - Please Specify:

Expected attendance at the Event / Event Size

Category	Pax	Tick (✓)	Minimum time to submit the Application
Very Small	01 - 50	☐	20 working days (4 weeks)
Small	51 - 2000	☐	25 working days (5 weeks)
Medium	2001 – 5000	☑	60 working days (3 months)
Very Large	5001 – 10 001 + Above	☐	90 working days (6 months)

Event Organizer

Name:	Debra	Surname:	Shepherd
Organization:	Seafood Festival		
Designation:	Event organiser		
Contact Number:	0812[illegible]	E-mail Address:	[illegible]

Event Requirements *[This section is compulsory]*

Road Closure required?:	No [X] Yes [ ] *If yes, please provide details and complete [Form 10]*
• Roads:	
• Section of Road(s):	
• Times:	
Traffic Control required?	No [ ] Yes [X] *If yes, please provide details and complete [Form 10]*
Traffic Escort:	No [✓] Yes [ ]
Section of Road(s):	Strand Street
Times	07H00 – 23H00
	NB: Depending on the extend of the Road Closure and/or Traffic impact a Detailed Traffic Management Plan may be required
Amplified Sound/ PA system?	No [ ] Yes [X] *Permission to be obtained from Wampol – Submit consent letter*
Details:	
Structures /Marquees/ Tents?	No [ ] Yes [X] *If yes, please provide details and plans*
Ground Disturbance	No [ ] Yes [X] *(e.g. diving pegs, spikes, marquee/stage anchors, earthing rods, etc into the ground/interlocked brick)*
Vending/Catering/Food Stands:	No [ ] Yes [X] Total Number of Stands: 30+
	NB: Conditional Health Certificate are required for food stalls from the Health Department [Form 3]
Fire Compliance	No [ ] Yes [X] Number of Barbecue + Hot Oils stands: 10
	NB: Conditional Fire Prevention Certificate are required for stands using wood and coal barbecue cooking and/or using hot oil of any kind from the Fire Brigade Section [Form 4]
Alcohol Sales/Consumption	No [ ] Yes [X] *If yes, please provide copy of Liquor license*
Alcohol sales/consumption hours?	From 07H00 To 22H00
	The granting of an Event Permit by Swakopmund Municipality does not authorize the sale/consumption of alcohol. A separate application must be made for a Liquor License at the Ministry of Justice – approval to be submitted before event commence
Public Liability Insurance?	Required/Compulsory *Conformation of Public Liability Insurance / Provide proof*
Other Services Required	*NB: Provision of Municipal Services may be charged as per applicable tariffs*
• Waste Removal	No [ ] Yes [X]
Details:	
• Water Connection	No [ ] Yes [X]
Details:	
• Fire Prevention	No [ ] Yes [X]
Details:	
• Electricity	No [ ] Yes [X] *If yes, please apply at Erongo RED*
Any other Requirements?.	

Declaration

I confirm that all the information provided is complete and correct to the best of my knowledge. I understand that submission of this application does not mean Municipality of Swakopmund has approved my event.

Signature of Applicant	Application Date
	13/09/26

The timeous provision of the complete information will support and assist with the processing of the application, the approval process by the range of Municipality of Swakopmund departments and compliance with legislative requirements.

Application to be accompanied/attached:

- Layout Plan for event indicating
- Event Programme
- Safety Plan
- Fires and Safety
- Health Requirements
- Community Participation

NOTE.

OFFICE USE

Application received	Date:			
Application decision	Accepted	[ ]	Rejected	[ ]
Accepted Motivation(s)				
Rejected Reason(s)				

After approval requirements

Indemnity Form	Completed Indemnity Form	
Environmental Health Forms	Completed forms authorized by Council's Health Department for every food stand/stall	
Completed Fire Prevention Forms	Completed forms authorized by the Fire Brigade for every tent, marquee and all temporary structures and cooking facilities of any kind	
Approval of		

GENERAL MANAGER
ECONOMIC DEVELOPMENT SERVICES

DATE STAMP

SWAKOPMUND

FORM 01

EMERGENCY & LAW ENFORCEMENT UNIT

(064) 410400
51 Swakopmund
NAMIBIA
traffic@swakopmund.com.na

Enquiries: Manager: Emergency & Law Enforcement Unit

APPLICATION FOR STREET CLOSURE

I/We

In my our capacities as

Of (name of deceased)

hereby respectfully request the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** approval and duly authorization to close certain streets to property and/or traffic, in the interests of the safety of people that may arise for the duration of events taking place, in the interest of financial assistance and removal services within the municipal area of Swakopmund as mentioned in terms of the Traffic Section's private street closure rules

on occasion of

to be held on (date)

APPLICANT CHECKLIST/REQUIREMENTS

		YES	NO
1.	Application received approximately [illegible] days prior to event for consideration by Engineering		
2.	Applicant proposes detours during the street closure period to prevent disruption to the traffic flow - consultation with Engineering		
3.	Does applicant have valid public liability insurance for the event and has applicant submitted proof of insurance to the Engineering		
4.	Applicant indicates whether refreshments will be served and if yes, proof of payment for the basic course in food handling from the Municipality's Health Section		
5.	Traffic signs to be erected and duly executed by authorized traffic officers as prescribed by the Traffic Section		
6.	Approval by other affected role players/property owners		
7.	The Applicant advertises the road closure in the local newspaper [illegible] days prior to the event so that people may be aware		
8.	Application received [illegible] days prior to the event for consideration by the Traffic Officer in charge for the safety of the event		
9.	Confirmation that traffic signs will be erected and removed by the Traffic Section		
10.	Application received by the Traffic Section [illegible] days prior to the event for consideration		
11.	Fee as determined by the municipality from time to time [illegible]		
12.	Application granted by the relevant authority in terms of the relevant by-laws		

APPLICANT DETAILS

Contact Person Name / Surname

Telephone / Mobile Number

Remarks

ARRANGEMENTS

Engineering Services	Works Section			
☐ Electricity	From	To	Days	
☐ Mechanical Services	From	To	Days	
☐ Welding	From	To	Days	

NB: TO BE SUPPLIED BY THE APPLICANT

Tent No Yes | Drums No Yes | Barrier Tape No Yes

Applicants Financial Responsibility – Payable by the Applicant

1. Daily rental/lease fee of N$99.00 (VAT Excl.) [N$99.00 x 15% = N$114.00 per day]
2. Refundable deposit when using roads with the following surfaces:
   - Gravel Road N$750.00
   - Interlocks N$1 500.00
   - Bitumen N$2 000.00
3. Damages to road surfaces (if needed) be defrayed from the refundable deposit mentioned in 2 above.

Finance : Cashier

Amount to be Paid:			Receipt No	Cashier Stamp
Rental (VAT)	Days	N$		
Refundable Deposit (VAT)		N$		

Thus signed at this day of 20

APPLICANT SIGNATURE

ENGINEERING SERVICES

HEALTH SERVICES

TRAFFIC SERVICES

INSPECTION AFTER EVENT – DEPOSIT REFUND

ENGINEERING SERVICES

REMARKS

SWAKOPMUND

COPIA 02

EMERGENCY & LAW ENFORCEMENT UNIT

[illegible]
53 Sam Nujoma Ave
SWAKOPMUND
[illegible]

Enquiries: [illegible] Emergency & Law Enforcement Unit

APPLICATION FOR ESCORT DUTIES

I (Title

in my official capacity as

Of (name of deceased)

hereby on behalf of the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** request [illegible] escort duty to escort, where bodily injury, loss of life of people may arise from the operation of speed [illegible] [illegible] and Sanparks by police and/or authorised officials of the Traffic Section [illegible]

on (date) at

To be held on (date)

TRAFFIC SECTION: ESCORT DUTIES

FROM
TO
DATE **TIME**

FROM
TO
DATE **TIME**

FROM
TO
DATE **TIME**

APPLICANT DETAILS

Contact Person Name / Surname **SIGNATURE:**

Telephone / Mobile Number

Date signed at this day of 20

OFFICE USE

Payment received **Yes** **No** **Not Applicable** **Receipt Date** **Receipt no**

Traffic Official

Signature of Traffic Official **Official Date Stamp**



SWAKOPMUND

Enquiries:

ORGANIZATION/EVENT

ADDRESS

CONTACT NUMBER

EMAIL ADDRESS

NAME OF PERSON RESPONSIBLE
ADDRESS WERE PREPARATION TAKE PLACE:

TYPE OF FOODS FOR SALE

DATE/S OF EVENT

BASIC HEALTH CONDITIONS

1. All applications for events must be submitted at least 5 (five) days before date of sale and no sale may take place until a temporary registration certificate is issued by the Town Health Officer.
2. The applicant must keep a record of each donor manufacturer and supplier of every article displayed for sale.
3. Every article of foodstuff to be labelled with name and address of manufacturer or packer or supplier.
4. All persons involved must be clean in order to prevent the spread of communicable diseases and must at all times wear
5. Every effective measure must be taken to prevent flies
6. The applicant will be responsible for any

SIGNATURE OF APPLICANT **PRINT: NAME OF APPLICANT** **DATE**

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:

APPROVED: ☐ **REJECTED:** ☐

OFFICIAL DATE STAMP **GENERAL MANAGER: HEALTH & SWM**

SWAKOPMUND

FORM 04
EMERGENCY MANAGEMENT SERVICES DIVISION

+264 64 4104637 / 4104642
+ 264 811244161
53 Swakopmund
NAMIBIA
sakmun@sakmun.com.na

Enquiries: Bonga Matengu – Chief Fire Brigade Officer

APPLICATION/PERMIT
CONDITIONAL FIRE PREVENTION FOR EVENT HOSTING

Note: This Application / Permit is not valid until signed by a Chief Fire Brigade Officer representative. A fee will be charged for this application/permit.

APPLICANT/BILLING INFORMATION	Delure Stephan Swakop Hoofstad			
ADDRESS	835 August Nangolo Street			
CONTACT NUMBER	0812995193			
NAME OF PERSON IN CHARGE	Delure Stephan			
ADDRESS OF EVENT	Kraus Coast Swakopmund			
DATE/S OF EVENT	12 - 19 December 2026			
NUMBER OF STANDS	Barbeque / Grill /Open Fire	10	Deep Fryers / Gas stoves	5

Fire Protection *(Please indicate services required for your event (•))*

Fire Brigade Inspection	☐	Fire Protection	☐	Fire Prevention & Inspection	☐
Other Services	☐				

Other - Please Specify:

*If safety provisions are not sufficient for the event, additional safety provisions may be required by the Fire Brigade.

SAFETY PROVISIONS INFORMATION FOR EVENT

- The event applicant process begins with an application is submitted to the Fire Brigade of Swakopmund Municipality
- The acceptance of the applicate in shall in no way be construed as final approval
- Permit application must be received no later than thirty (30) days prior to the actual date of event
- An inspection to the venue is required before and or during the event and a final approval will be used at the time of the final inspection
- The application/permit is not valid until signed by a representative from the Fire Brigade
- The Fire Brigade encourages the use of non-flammable material in the cooking areas and that cooking areas are not left unattended, wear proper clothing, and keep flammables away from heat sources.
- Each barbeque/grill/open fire/deep frying/gas stove users at stands/stalls shall have a portable fire extinguisher **DCP/Co2, fire blanket & bucket filled with sand**. The fire extinguisher must be mounted or secured so that it will not fall over, be visible and accessible and way from the cooking area and be services within the last year with a service tag attached
- Charcoal and wood barbecue cooking is prohibited inside a booth and charcoal/wood cooking shall be performed only in areas may from public access and shall be 10 feet away from permanent structure
- Coals shall be disposed of only in metal containers that have been designed for such use and approved by the Fire Brigade
- Dumping coals in trash containers is prohibited
- Deep fat frying (using hot oil of any kind) shall be located in a speate enclosure where only cooking operations are performed. The top enclosure shall be open a metal screening shall be provided

I declare to the best of my knowledge and beliefs the information made herein are true and correct

Delure Stephan 12 Nov 2026

SIGNATURE OF APPLICANT | PRINT NAME OF APPLICANT | DATE

SWAKOPMUND

FORM 05

HEALTH & SOLID WASTE MANAGEMENT

(064) 4104500
93 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Stephania Namwenyo

APPLICATION: SOLID WASTE MANAGEMENT FOR EVENT HOSTING

ORGANIZATION/EVENT	Swakop Hard Festival
ADDRESS	XXX August Nangolo
CONTACT NUMBER	081 [illegible]
EMAIL ADDRESS:	swakfestfest@gmail.com
NAME OF PERSON RESPONSIBLE	Dalene Stephanus
ADDRESS WERE EVENT TAKES PLACE:	Tennis Court Swakopmund
DATE/S OF EVENT	14-19 December 2026

Solid Waste Management request *(Please indicate your requirements (✓))*

Waste Removal ☑ Once a day ☐ Twice a day ☑ Three times and more ☐

Bins required ☑ Number of bins required? 30

Dalene Stephanus 18-09-2026

SIGNATURE OF APPLICANT | PRINT: NAME OF APPLICANT | DATE

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:

APPROVED: ☐ | REJECTED: ☐

OFFICIAL DATE STAMP GENERAL MANAGER : HEALTH & SWM

OFFICE USE & FINAL PROCESSION				
Application received	Date:			
Application decision	Accepted	☐	Rejected	☐
Accepted Motivation(s)				
Rejected Reason(s)				

CHIEF FIRE OFFICER OFFICIAL DATE STAMP

SWAKOPMUND

I, the undersigned registered medical practitioner, hereby declare that the under-mentioned persons have been examined and they have been found to be free from obvious infectious diseases such as typhoid, paratyphoid, staphylococcus and streptococcus infections, and other pathogens, and are therefore, and are therefore fit to work as food handlers.

Food Handlers medically examined:

NAME		NAME
1	7	
2	8	
3	9	
4	10	
5	11	
6	12	

Employed by:

REMARKS:

DATE **STAMP** **DOCTOR'S SIGNATURE**

MUNICIPALITY OF SWAKOPMUND

P.O Box 53, Swakopmund
Tel: (064) - 4104650
E-Mail: traffic@swkmun.com.na

CERTIFICATE OF INDEMNITY

I/We Deluxe Stephanus

In my/ our capacity/capacities as Owner/event director

of Swakop Food Festival

Hereby unconditionally indemnify the **Council of the Municipality of Swakopmund** against all and any claims in respect of damage to property and/or bodily injury to or loss of life of any person that may arise from the utilisation of streets, roads and/or any other land within the municipal area of Swakopmund by participants and/or authorised officials of

on the occasion of The Swakop Food Festival

to be held on (date) 11 - 13 December 2026

This indemnity excludes any liability arising directly from gross negligence, intentional, or unlawful conduct of the Municipality, its officials, or representatives. This clause shall not be construed to limit or exclude any rights or remedies available in law to third parties, including but not limited to the event organizer, whose rights remain expressly reserved under condition they abide by the resolutions per the approval permit or letter.

THUS signed at Swakopmund this 18 day of April 20 26

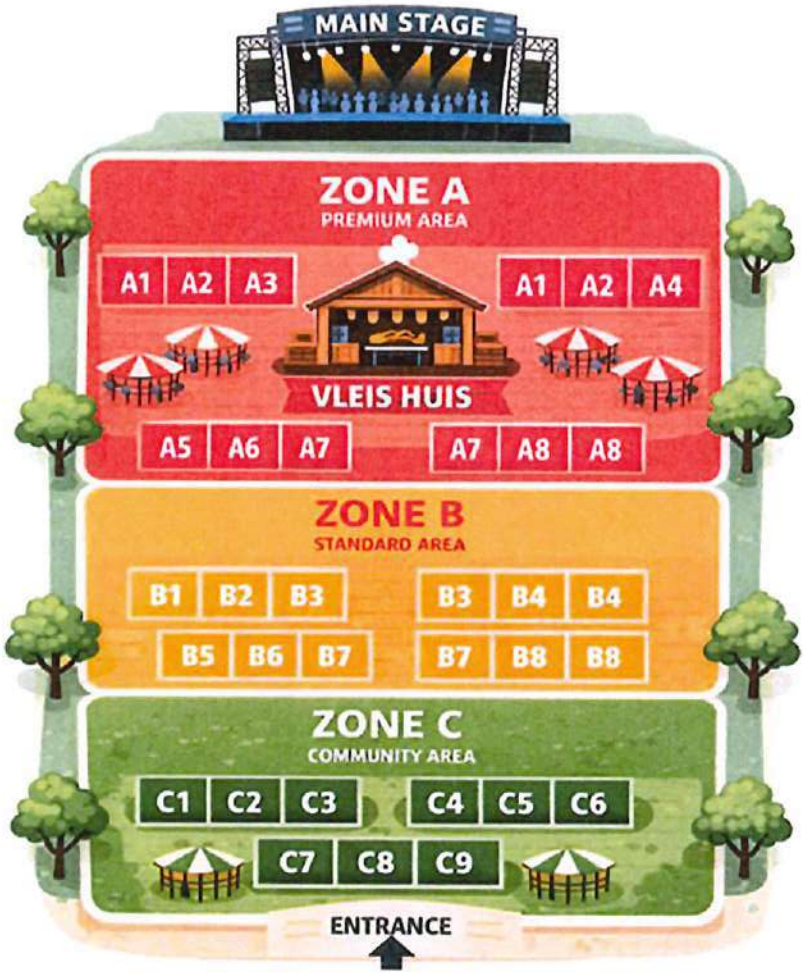
SIGNATURE

Witnesses:

TRAFFIC DEPT. : ***24 HOUR STANDBY CELLPHONE NUMBERS***
0811274330 or 0811224679

Please inform us in advance with any changes on the above mentioned application

Swakop Food Festival 2026



FESTIVAL ZONE MAP

ZONE A	PREMIUM AREA
ZONE B	STANDARD AREA
ZONE C	COMMUNITY AREA

EVENT SAFETY PLAN

Swakop Food Festival 2026
Location: Tennis Courts, Swakopmund
Duration: 4 Days 16-19 December 2026

1. Event Overview

The Swakop Food Festival 2026 is a 4-day food, lifestyle, and entertainment event bringing together vendors, partners, and the public.

2. Safety Objectives

- Ensure the health and safety of all attendees, vendors, and staff
- Prevent and manage emergencies effectively
- Maintain compliance with municipal regulations and safety standards
- Provide a safe, controlled, and enjoyable environment

3. Key Risks Identified

- Overcrowding
- Fire hazards (gas, open flames, braais)
- Food safety & hygiene risks
- Alcohol-related incidents
- Medical emergencies
- Power failure
- Weather disruptions
- Theft and security incidents

4. Safety Personnel & Roles

Role	Responsibility
Event Safety Officer	Overall safety coordination
Security Team	Crowd control, access control, incident response
Medical Team	First aid and emergency response
Fire Marshal	Fire prevention and response
Vendor Compliance Officer	Ensures vendors meet safety standards

5. Crowd Management

- Controlled entry and exit points
- Security at gates
- Capacity monitoring
- Barrier systems for queue control
- Designated walkways between vendor stalls

6. Fire Safety Measures

- Fire extinguishers at every food stall
- Central fire points across the venue
- No open flames without approval
- Gas cylinder inspections before event
- Fire marshal on-site at all times

7. Food Safety & Hygiene

- All vendors must comply with health regulations
- Mandatory:
    - Hairnets, gloves, clean uniforms
- Waste disposal bins throughout venue

- Daily hygiene inspections

8. Security Measures

- Professional security company deployed
- Controlled alcohol service areas
- Night security for equipment and vendor stalls

9. Electrical & Technical Safety

- Certified electricians for setup
- Backup generator available
- Cable management to prevent tripping
- All equipment tested prior to event

10. Emergency Procedures

- Evacuation plan with clear routes
- Public announcements system
- Emergency assembly points
- Staff briefing before event

11. Communication Plan

- Radios for key staff
- WhatsApp coordination group

14. Compliance & Permits

- Municipality approval
- Health permits
- Fire safety clearance

DRAFT EVENT PROGRAMME

Swakop Food Festival 2026 (4 Days)

DAY 1 – WEDNESDAY (Opening & Industry Focus)

Theme: Launch & Networking

- 12:00 – Gates Open
- 14:00 – Vendor Showcase Begins
- 16:00 – Live Cooking Demonstration (Vleis Huis)
- 18:00 – Networking Session (Sponsors & Vendors)
- 19:00 – Live Music Performance
- 22:00 – Close

DAY 2 – THURSDAY (Food & Lifestyle Experience)

Theme: Taste & Vibes

- 12:00 – Gates Open
- 13:00 – Cooking Competitions Day 1
- 15:00 – Food Tasting Sessions
- 17:00 – DJ Sets Begin
- 22:00 – Close

DAY 3 – FRIDAY (Main Festival Day)

Theme: Peak Experience

- 10:00 – Gates Open
- 13:00 – Cooking Competition Day 2
- 15:00 – Entertainment Performances
- 20:00 – Night Experience (DJ + Food + Bar)
- 23:00 – Close

DAY 4 – SATURDAY (Chill Day)

Theme: Family & Culture

- 10:00 – Gates Open
- 11:00 – Gospel / Chill Music
- 13:00 – Cooking Competition Finals
- 15:00 – Awards (Best Vendor)
- 17:00 – Local DJs
- 20:00 – Headlines Artist Perform
- 22:00 - Close Event

ANNEXURE C

SWAKOPMUND
MUNICIPALITY

+264 64 410 4600 | vkaulinge@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO : Chief Executive Officer
FROM : Acting General Manager: Economic Development Services
DATE : 13 May 2026
REF : 8/2/3
SUBJECT: EVENTS APPLICATION APPROVAL

The following applications have been received for permission to host an event. The applications have been scrutinized for completeness and compliances in terms of Council's event hosting directives and was discussed amongst the Council's Event Coordination Committee on **12 May 2026**. (See attached)

The event has been supported and recommended for approval and therefore submitted to the Chief Executive Officer for approval in terms of Council's delegated authority [CM 2022/4/28 - item 11.1.10].

No	Name of company/ Applicant	Type of Event	Event Date	Proposed Venue	Fees	Recommendation
1.	One Runs Namibia	Sports	23 May 2026	Tennis Courts parking area	N$ 8,773.73	Recommended
2.	World Ocean Day Celebration	Trade Shows Exhibitions / Launches	06 June 2026	Mole beach grass area	N$ 2,085.80	Recommended
3.	Swakop Food Festival	Concert / Music Festival	16 - 19 December 2026	Tennis Courts parking area	N$ 16,376.55	Recommended
4.	RND Annual Beach Soccer Festival	Sports	07 - 09 August 2026	Hanganeni Sport Field	N$ 12,312.58	Recommended
5.	Malitri Beach Club	Leisure & Lifestyle	03 December 2026 - 10 January 2026	Mole beach near Yellow Bus parking area	N$ 2,571.60	Recommended
6.	Namibian National Rally Championship Leg 1	Sports	16 May 2026	Municipality of Swakopmund parking area	N$ 2,143.39	Recommended

GENERAL MANAGER MUNICIPALITY OF SWAKOPMUND

MRS M UWITES
ACTING GM: ECONOMIC DEVELOPMENT SERVICES

Council's Events Coordinating Committee hereby recommends to the Chief Executive Officer the resolutions taken in terms of the Event applications received in the set of minutes.

The Chief Executive Officer **supports and approves** the event applications listed above approved under this set of minutes dated **21 April 2026.**

A BENJAMIN
CHIEF EXECUTIVE OFFICER



ANNEXURE D

SWAKOPMUND
MUNICIPALITY

+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref: 8/2/3 **22 June 2026**
Enquiries: Mr. Oscar Homateni

Cell: **+264 81 244 4143**
Email: swkfoodfest@gmail.com

Dear Ms. Stephanus,

OUTCOME OF APPLICATION TO HOST THE SWAKOP FOOD FESTIVAL

The Municipality of Swakopmund hereby acknowledges receipt of your application dated **18 April 2026**, requesting approval to host the Swakop Food Festival from **16 - 19 December 2026** at the Tennis Courts parking area.

Please be advised that your event has been approved in principle by the Events Coordination Committee (ECC). Regrettably, the Tennis Courts parking area has already been fully booked from **10 December 2026 - 09 January 2027** for the Outdoor Activity Hub and is therefore unavailable to host your event. Additionally, the Amphitheatre has also already been booked for the Swakopmund Fair from **17 - 19 December 2026**.

You are therefore requested to submit alternative proposed dates for consideration to host the Swakop Food Festival at the desired venue or a different venue, excluding the above-mentioned periods. Upon receipt of the revised proposed dates / venue further guidance will be provided accordingly.

We appreciate your understanding and cooperation in this regard. Should you require any further information, kindly contact **Mr. Oscar Homateni** at **064 410 4603 /** ohomateni@swkmun.com.na.

Yours sincerely,

MRS M UWITES
ACTING GENERAL MANAGER: ECONOMIC DEVELOPMENT SERVICES

ANNEXURE E

Swakop Food Festival <swkfoodfest@gmail.com>
To: Megan Steenkamp
Cc: Oscar Numbera; Michelle Uvites

Reply | Reply all | Forward
Mon 2026 06 22 15:43

Dear Team

Thank you for your email

I must express my profound disappointment regarding this decision.

Your office is fully aware that my application was submitted well before that of The Connect. It is my understanding that my application was approved on 12 May, while The Connect's application was only submitted on 3 June. Given these facts, the decision to cancel or relocate my event raises serious concerns and requires a clear explanation.

I therefore request full disclosure of the criteria, considerations, and process that led to this decision. Based on the information available to me, the outcome appears inconsistent with the order in which applications were submitted and approved.

This is an extremely disappointing outcome and, frankly, one of the most troubling decisions I have encountered from this office. Significant time, effort, and resources have been invested in planning this event, and I believe I am entitled to a transparent and factual explanation.

Please provide the real reasons for the cancellation and relocation of my event, together with any supporting documentation or policy provisions relied upon in reaching this decision.

Kindly note that I intend to formally contest this decision and reserve all rights to pursue the matter through the appropriate channels.

I look forward to your urgent response.

Kind regards

Dalene Stephanus
Swakop Food Festival
Events Manager
C: +264 81244 4143 | Swakopmund

1 Corinthians 10:31
"So whether you eat or drink or whatever you do, do it all for the glory of God."

On Mon, 22 Jun 2026 at 3:12 PM, Megan Steenkamp <msteenkamp@swkmun.com.na> wrote:

Dear Ms Stephanus,

Kindly receive the attached letter for your perusal.

Kind regards,

Megan Steenkamp
Intern: Tourism and Economic Development

Tel: +264 64 463 306 Email: msteenkamp@swkmun.com.na
Address: cnr Rakotoka Street & Daniel Kamho Avenue
Swakopmund, Erongo

SWAKOPMUND

swkmun@swkmun.com.na
www.swkmun.com.na

ANNEXURE F

MEETING MINUTES

Discussion with Ms Dalene Stephanus of the Swakop Food Festival held in the Economic Development Services Boardroom, Swakopmund Municipality on **Thursday, 02 July 2026 at 09:00.**

PRESENT:

Mrs. Michelle Uwites	Acting GM: EDS
Mr. Melvin Cloete	Manager E & LE
Mr. Andre Plaatjie	Manager: CS
Mrs. Sabina Kathena	Youth & Community Development Officer
Mr. Bonny Oaseb	Sports & Recreation Officer
Mrs. Rosalia Neshuku	EHP Officer
Ms. Megan Steenkamp	Intern
Ms. Shaleen Claasen	Intern

ALSO PRESENT:

Ms. Dalene Stephanus	Swakop Food Festival

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1. PURPOSE OF THE MEETING:

To discuss Ms Stephanus' concerns regarding the Event Coordination Committee's decision on the venue allocation and proposed alternative dates for the Swakop Food Festival.

---

2. DISCUSSION:

2.1 Concerns Raised by Ms Stephanus

- Ms Stephanus expressed dissatisfaction with the Committee's decision and raised the following concerns:
- She applied for the preferred venue well in advance and believes her application preceded those of other event organizers.
- She questioned why she was requested to consider alternative dates and venues despite following the normal application process.
- She sought clarification on the criteria used by the Committee to allocate venues and approve events.
- She stated that the Food Festival has consistently been held during the same period for several years and that changing dates and venues negatively impacts planning, sponsorship agreements, and vendor participation.
- She expressed concern that no stakeholder consultation meeting had been arranged before the decision was communicated.
- She highlighted previous occasions where the festival had already accommodated venue relocations, resulting in financial losses for vendors and organizers.

2.2 Explanation by the Events Committee

The Committee explained that:

- The Food Festival application was approved in principle, but concerns arose regarding venue allocation due to overlapping events.
- Multiple annual events were scheduled during the same period, including the Swakopmund Christmas Fair and the month-long Outdoor Activity Hub at the Tennis Court Parking Area.
- Event allocation decisions are not based solely on a "first come, first served" basis but various factors are considered, including:
  - Economic impact.
  - Event duration.
  - Parking and traffic management.
  - Environmental considerations.
  - Public safety and logistical requirements.
  - Overall benefit to the town and tourism sector.
- The Committee emphasized that the decision was not intended to disadvantage any organiser but was made after considering the combined interests of all events and their impact as well.

2.3 Venue Alternatives

Two alternative solutions were explored to accommodate the dates for proposed event:

Option 1: Relocation to the Street Area Adjacent to the Amphitheatre

- Committee members proposed utilizing a section of the street and surrounding spaces near the Amphitheatre.
- The possibility of temporary road closures was discussed to create additional space.
- Concerns were raised regarding:
  - Traffic circulation.
  - Hotel access.
  - Festival layout and visitor flow.
  - Adequate space for vendors and seating areas.

Option 2: Future Use of the Beachfront Event Area

- A new beachfront activity area being considered by Council was presented as a potential future venue option.
- The area could accommodate large events and become a permanent tourism activation space.
- The organizer indicated that the venue would not be suitable for the current year's event but could be considered in future planning discussions.

2.4 Growth & Future Planning

Ms Stephanus highlighted:

- The continued growth of the Food Festival, and its economic impact:
  - The festival creates substantial economic opportunities for vendors.
  - Some vendors reported revenues exceeding N$120,000.00 during previous events.
  - The event primarily employs local unemployed youth.
- Plans to gradually expand the event duration in the years leading up to its tenth anniversary.
- The need for certainty regarding future venue allocations to allow adequate planning and sponsor commitments.

The Committee acknowledged:

- The significant economic contribution of the Food Festival.
- Its role as a signature event in Swakopmund.
- The need to develop a more predictable long-term venue allocation strategy.

---

3. RESOLUTIONS / WAY FORWARD:

3.1 Ms Stephanus will consider the proposed venue alternatives and provide feedback after assessing the site.
3.2 Municipal officials will arrange a site visit with the organizer to review the proposed alternative street layout and assess its suitability.
3.3 The Events Committee will further deliberate on possible solutions for the 2026 Swakopmund Food Festival venue allocation.
3.4 The Committee will investigate the possibility of a longer-term venue allocation strategy for major annual events.

---

4. CLOSING:

The Committee thanked Ms Stephanus for raising her concerns and reaffirmed its support for the Swakopmund Food Festival as one of the town's recognized signature events. The meeting concluded with an agreement to continue discussions and explore a mutually acceptable solution.

Meeting adjourned at 09:50.

ANNEXURE G

Meeting Feedback Swakop Food Festival

Summarize this email

Swakop Food Festival

Reply | Reply all | Forward

To: Michelle Uwites

Thu 2026-07-09 08:56

Cc: Oscar Homateni; Megan Steenkamp; Andre Paatjie; Melvin Cloete; Bonny Oaseb; Shaleen Claasen; Rosalia Nashuku; Linda Mupupa; Trudie Xoagus; Paulina Engelbrecht; +1 other

Dear Events Committee,

I hope you are well.

Following my meeting yesterday with Mr. Cloete and Megan at the proposed venue, I would like to formally express my concerns regarding the venue itself.

After viewing the site, it is clear that the area in its current configuration is too small to accommodate the operational requirements of the Swakop Food Festival. The space cannot adequately support the festival layout, vendor capacity, visitor movement, safety requirements and overall experience that the event has become known for.

I also need to address my growing concern regarding the consultation process. Going forward, I will not attend further meetings regarding this matter unless all relevant stakeholders and interested parties are present. At present, it feels as though I am the only applicant expected to continuously motivate, defend and negotiate for a venue while other parties appear to be accommodated without the same level of engagement or accountability.

While I acknowledge your explanation that venue allocation is not based on a first come / first served principle, I do expect the process to be fair, transparent and consistently applied to everyone involved. At this stage, I do not feel that this has been the case.

If social impact is one of the determining factors in allocating the spaces, then I respectfully submit that every applicant should be required to demonstrate their social and economic impact using the same criteria. I should not be the only organiser expected to justify the value of my event while others are not held to the same standard.

The Swakop Food Festival has, over the years, made a measurable contribution to the local economy, tourism, small business development and employment opportunities. I am proud of that record. However, I should not have to repeatedly fight for a venue that I applied for through the proper channels while it appears that others are simply being accommodated.

This is not about receiving preferential treatment. It is about ensuring that every applicant is afforded the same process, the same expectations and the same opportunity to present their case.

I remain willing to engage constructively, but I expect future discussions to include all affected parties so that decisions are made transparently and everyone is held to the same standard.

I trust you will receive these comments in the spirit in which they are intended as a call for consistency, fairness and an equitable process.

Dalene Stephanus
Swakop Food Festival
Events Manager
C: +264 812444143 | Swakopmund

1 Corinthians 10:31
"So whether you eat or drink or whatever you do, do it all for the glory of God."

Reply | Reply all | Forward

ANNEXURE H

Swakopmund Events Permit Office
Economic Development Services
Corner of Rakotoka & Daniel Kamho Street
P O Box 53, Swakopmund, Namibia
Tel: +264 64 410 4612
Web: www.swkmun.com.na
Email: swkmun@swkmun.com.na

SWAKOPMUND MUNICIPALITY

Application No.:	

SWAKOPMUND EVENT HOSTING APPLICATION FORM

The following information and documentation are required from ALL organizers of events wishing to host events in Swakopmund on public open spaces and/or Local Authority property.

Event Information

Name of Event:	OUTDOOR ACTIVITY HUB 2026/2027			
Event Venue: *(Full address)*	**Option 1**	PARKING AREA NEXT TO THE TENNIS CLUB		
	Option 2			
Date/s of proposed Event:	10 DEC 2026 TO 9 JANUARY 2027			
Event Start Time:	10 Dec 2026	**Event End Time:**	9 Jan 2027	
Set-Up: Date & Time:	3 Dec - 9 Dec 2026	**Strike Down Date & Time:**	11 -15 Jan 2027	
Event Overview: (Full event proposal/profile to be attached)	Hosting and activity hub with skating, tree rope, trains, escape room, jumping castles			
	putt putt and various day competitions at the facility. Inclusive will be 3-4 chantiy days			
Event Format:	Activities as mentioned per day from 10h30 to 1900 each day exclusive of Christmas day			

Overall Event Profile *[Please indicate the most applicable event (✓)]*

Concert/ Music Festival	☐	**Sports**	☐	**Trade Shows Exhibition/Launches**	☐	**Religious/ Church Event**	☐
Fireworks – Pyrotechnic Displays	☐	**Charity Fundraiser Cycling/Run/Walk**	☐	**Conference Meetings/ Seminars**	☐	**Cultural Event**	☐
Carnivals	☐	**Award Ceremonies**	☐	**Day/Night Market**	☐	**School Event**	☐
Leisure & Lifestyle Food & Wine	☐	**Community Event**	☒	**Corporate Party**	☐	**Weddings/Birthdays** (If using Municipal facilities)	☐
Other - Please Specify:							

Expected attendance at the Event / Event Size

Category	Pax	Tick (✓)	Minimum time to submit the Application
Very Small	**01 - 50**	☐	20 working days (4 weeks)
Small	**51 - 2000**	☑	25 working days (5 weeks)
Medium	**2001 – 5000**	☐	60 working days (3 months)
Very Large	**5001 – 10 001 + Above**	☐	90 working days (6 months)

Event Organizer

Name:	Francois	**Surname:**	HEYNS
Organization:	CPTP EVENTS TEAM BUILDING AND CONFERENCING CC		
Designation:	Owner Member		
Contact Number:	0814243299	**E-mail Address:**	buttonsh@gmail.com

Event Requirements *(This section is compulsory)*					
Road Closure required?:	No ☒	Yes ☐	*If yes, please provide details and complete [Form 01]*		
▪ Roads:					
▪ Section of Road(s):					
▪ Times:					
Traffic Control required?	No ☒	Yes ☐	*If yes, please provide details and complete [Form 02]*		
Traffic Escort:	No ☒	Yes ☐			
Section of Road(s):					
Times					
NB: Depending on the extend of the Road Closure and/or Traffic impact a detailed Traffic Management Plan may be required.					
Amplified Sound/ PA system?	No ☒	Yes ☐	*Permission to be obtained from Nampol – Submit consent letter*		
Details:					
Structures /Marquees/ Tents?	No ☒	Yes ☐	*If yes, please provide details and plans.*		
Ground Disturbance	No ☒	Yes ☐	*(e.g., driving pegs, spikes, marquee/stage anchors, earthing rods, etc into the ground/interlocked area)*		
Vending/Catering/Food Stands:	No ☐	Yes ☒	**Total Number of Stands:**	4	
NB: Conditional Health Certificate are required for food stalls from the Health Department [Form 3]					
Fire Compliance	No ☐	Yes ☒	**Number of Barbecue + Hot Oils stands:**	2	
NB: Conditional Fire Prevention Certificate are required for stands using wood and coal barbecue cooking, and/or using hot oil of any kind from the Fire Brigade Section [Form 4]					
Alcohol Sales/Consumption	No ☐	Yes ☒	*If yes, please provide copy of Liquor license.*		
Alcohol sales/consumption hours?	From 11h00		To 21h00		
The granting of an Event Permit by Swakopmund Municipality does not authorize the sale/consumption of alcohol. A separate application must be made for a Liquor License at the Ministry of Justice – approval to be submitted before event commence.					
Public Liability Insurance?	Required/Compulsory		*Confirmation of Public Liability Insurance / Provide proof*		
Other Services Required	*NB: Provision of Municipal Services may be charged as per applicable tariff/s.*				
▪ Waste Removal	No ☒	Yes ☐			
Details:	We shall have skips and bins and removal by contractor				
▪ Water Connection	No ☐	Yes ☒			
Details:	We apply at the municipality for connection for period				
▪ Fire Prevention	No ☒	Yes ☐			
Details:	We will have fire extinguishers avaiable where needed				
▪ Electricity	No ☐	Yes ☒	*If yes, please apply at Erongo RED*		
Any other Requirements?:					

Declaration	
I declare that all the information provided is complete and correct to the best of my knowledge. I understand that submission of this application does not mean Municipality of Swakopmund has supported my event.	
F H HEYNS	3 June 2026
Signature of Applicant	Application Date

The timeous provision of the complete information will support and assist with the processing of the application, the approval process by the range of Municipality of Swakopmund departments and compliance with legislative requirements.

Application to be accompanied/attached:	
• **Layout Plan for event indicating:**	· Stages, Marquees & other temporary structures · Access & Evacuation Flows · Fencing & Crowd barriers · Catering facilities & Vendor Area
• **Event Programme**	· Draft programme event
• **Safety Plan**	· Medical Plan – including details of medical services · Security Plan – including details of private security provider's · Emergency response plan · Civil Aviation application/approval (if applicable)
• **Fires and Safety**	· Making of fires – a person may not make, cause, or permit to be made, a fire in the open air in such a place or in such a manner as to endanger the safety of any person, building, premises, or property. · All fires must be attended at all times, failure to do this will result in suspension of permit. The wind direction at the site of burning must be such that the smoke will generally be carried away from public roads and areas of human habitation and surrounded buildings. All burning shall cease if wind velocity reaches or exceeds 10 m.p.h. Check with fire department dispatch or local radio for information on winds. No natural or synthetic rubber or petroleum products shall be burned at any time. · All governmental regulations are also in effect when making fire. · Certificate's of Acceptability - wood and coal barbecue cooking, and/or using hot oil of any kind – Condition of Fire Prevention Certificate
• **Health Requirements**	· Ablution Facilities and/or Mobile Toilets · Details of Vendors / Caterers, including licenses · Certificate's of Acceptability – Food Vendors – Condition of Health Certificate
• **Community Participation**	· Approval/communication/consent with effected residents/businesses/business associations

NOTE: This application excluded any specific or special application directives which the Municipal Council may issue from time to time, which may vary by event type, risk, size, the time of the year, duration venue or location (for example over the festive season or public holiday or related to a type of event or specific venue/location on the transport network or any other activity.
The timeframes provided do not include event applications where a land use planning approval is required i.e., where an event is to be held on land which is not appropriately zoned. In such instances, the time frames for very large event will apply.

OFFICE USE				
Application received	Date:			
Application decision	Accepted	☐	Rejected	☐
Accepted Motivation(s)				
Rejected Reason(s)				
After approval requirements				
Indemnity Form	Completed Indemnity Form		(after Council approval, before Event)	
Conditional Health Form/s	Completed form/s authorized by Council's Health Department for every food stand/stall		(after Council approval, before Event) If Applicable	
Conditional Fire Prevention Form/s	Completed form/s authorized by the Fire Brigade for every stand using wood and coal barbecue cooking, and/or using hot oil of any kind		(after Council approval, before Event) If Applicable	
Approval of	• Noise exemption • Liquor Licenses *(if applicable)*			

GENERAL MANAGER
ECONOMIC DEVELOPMENT SERVICES

DATE STAMP

SWAKOPMUND
MUNICIPALITY

FORM 01

EMERGENCY & LAW ENFORCEMENT UNIT

(064) 4104650
53 Swakopmund
NAMIBIA
traffic@swkmun.com.na

Enquiries: Manager: Emergency & Law Enforcement Unit

APPLICATION FOR STREET CLOSURE

I/We _____

In my/our capacities as _____

Of (name of deceased) _____

Hereby unconditionally indemnify the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** against all and any claims in respect of damage to property and/or bodily injury to/loss of life of people that may arise from the utilisation of streets, roads and/or any other land during an event of funeral, weddings and memorial services within the municipal area of Swakopmund by participants and/or authorised officials of The Traffic Section to provide street closure duties.

on occasion of _____

to be held on (date) _____

APPLICANT CHECKLIST/REQUIREMENTS

		YES	NO
1	Applicant obtains approximate positions of Municipal services in the area for safe erection of tents from the Engineering		
2	Applicant proposes detours during the street closure period to prevent interruption to the traffic flow in consultation with Engineering.		
3	Damages to the road surface and or Municipal services be for the account of the applicant and be repaired upon notification by the Engineering.		
4	Applicant indicates whether refuse bins will be required and pay for the lease thereof as well as the removal afterwards (N$15.00 per bin and N$357.50 per truck load for the removal (15% VAT excluded)) in consultation Health Service.		
5	That the applicant ensures that sufficient ablution facilities are provided for in consultation Health Service.		
6	Applicant to obtain written consent from adjoining property owners.		
7	The Applicant indemnifies Council from any claims that may arise in respect of damages to property or injury to people, using the area applied for.		
8	Applicant obtains road traffic signs for street closure from the Work Section, for placement by the Traffic Officers, to secure the street for safety reasons.		
9	That sound be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehavior, the use of the area is cancelled immediately by the Traffic Section.		
10	Applicant liaises with the Traffic Section for the requirements to ensure that road users comply with traffic rules		
11	The area be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.		
12	Applicant be responsible for keeping the area clean at all times during and after the event.		

APPLICANT DETAILS

Contact Person Name / Surname	
Telephone / Mobile Number	
Remarks	

ARRANGEMENTS

Engineering Services : Woks Section

☐	Funeral	From:		To:	Time:	
☐	Memorial Services	From:		To:	Time:	
☐	Wedding	From:		To:	Time:	

NB: TO BE SUPPLIED BY THE APPLICANT

Tent [No] [Yes] | Drums [No] [Yes] | Barrier Tape [No] [Yes]

Applicants Financial Responsibility – Payable by the Applicant

1. Daily rental/lease fee of N$99,00 (VAT Excl.) [N$99,00 x 15% = N$114.00/day] ____
2. Refundable deposit when using roads with the following surfaces:
   - i. Gravel Road N$750,00 ____
   - ii. Interlocks N$1 500,00 ____
   - iii. Bitumen N$2 000,00 ____
3. Damages to road surfaces (if needed) be defrayed from the refundable deposit mentioned in (2.) above.

Finance : Cashier

Amount to be Paid:			Receipt No.	Cashier Stamp
Rental [101]	Days: ☐	N$		
Refundable Deposit [129]		N$		

Thus, signed at _____ this ____ day of _____ 20 ____

APPLICANT SIGNATURE		
ENGINEERING SERVICES		
HEALTH SERVICES		
TRAFFIC SERVICES	SIGNATURE	OFFICIAL STAMP

INSPECTION AFTER EVENT – DEPOSIT REFUND

ENGINEERING SERVICES	SIGNATURE	OFFICIAL STAMP
REMARKS		

SWAKOPMUND
MUNICIPALITY

FORM 02

EMERGENCY & LAW ENFORCEMENT UNIT

(064) 4104650
53 Swakopmund
NAMIBIA
traffic@swkmun.com.na

Enquiries: Manager: Emergency & Law Enforcement Unit

APPLICATION FOR ESCORT DUTIES

I/We _____

In my/our capacities as _____

Of (name of deceased) _____

Hereby unconditionally indemnify the COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND against all and any claims in respect of damage to property and/or bodily injury to/loss of life of people that may arise from the utilisation of streets, roads and/or any other land within the municipal area of Swakopmund by participants and/or authorised officials of The Traffic Section to provide escort/assistance duties.

on occasion of _____

To be held on (date) _____

TRAFFIC SECTION: ESCORT DUTIES

FROM			
TO			
DATE		TIME	

FROM			
TO			
DATE		TIME	

FROM			
TO			
DATE		TIME	

APPLICANT DETAILS

Contact Person Name / Surname		SIGNATURE:
Telephone / Mobile Number		

thus, signed at _____ this ____ day of _____ 20 _____

OFFICE USE

Payment received	Yes	No	Not Applicable	Receipt Date:	Receipt no.:
Traffic Official					
				Signature of Traffic Official	Official Date Stamp

SWAKOPMUND MUNICIPALITY

FORM 03

HEALTH & SOLID WASTE MANAGEMENT

(064) 4104500
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Denise Marais/Alfred Ndiweteko

APPLICATION
CONDITIONAL HEALTH REGISTRATION CERTIFICATE

Note: This Application / Permit is not valid until signed by a Health & Solid Waste Management representative.

ORGANIZATION/EVENT	CPTP EVENTS TEAM BUILDING AND CONFERENCING CC
ADDRESS	10 HENDRIK WITBOOI STREET SWAKOPMUND
CONTACT NUMBER	0824243299
EMAIL ADDRESS	buttonsh@gnail.com
NAME OF PERSON RESPONSIBLE	FRANCOIS HEYNS
ADDRESS WERE PREPARATION TAKE PLACE:	At the location on parking area either in vendor food kiosks or in dedicated fitted kitchen containers
TYPE OF FOODS FOR SALE	Coffee, Drinks, sandwiches, pizzas and chips.
DATE/S OF EVENT	10 Dec 25 to 9 Jan26

BASIC HEALTH CONDITIONS

1. All applications for events must be submitted at least 5 (five) days before date of sale and no sale may take place until a temporary registration certificate is issued by the Town Health Officer.
2. The applicant must keep a record of each donor, manufacturer and supplier of every article displayed for sale.
3. Every article of food must be labeled, identifying the name and address or reference number of supplier.
4. All possible measures must be taken in order to protect the public health during preparation and sale of perishable products.
5. Every other statutory requirement is the responsibility of the applicant.
6. The applicants will be responsible to keep the immediate surroundings of their stalls in a tidy condition.

I declare to the best of my knowledge and beliefs the information made herein are true and correct.

FH HEYNS	FRANCOIS HEYNS	3 JUNE 2026
SIGNATURE OF APPLICANT	**PRINT: NAME OF APPLICANT**	**DATE**

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:	

APPROVED: ☐ | **REJECTED:** ☐

OFFICIAL DATE STAMP

GENERAL MANAGER : HEALTH & SWM

SWAKOPMUND MUNICIPALITY

FORM 04

EMERGENCY MANAGEMENT SERVICES DIVISION

Enquiries: Bainga Matengu – Chief Fire Brigade Officer

+264 64 4104637 / 4104640
+ 264 811244161
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

APPLICATION/PERMIT
CONDITIONAL FIRE PREVENTION FOR EVENT HOSTING

Note: This Application / Permit is not valid until signed by a Chief Fire Brigade Officer representative. // A fee will be charged for this application/permit.

APPLICANT/BILLING INFORMATION	CPTP EVENTS TEAM BUILDING AND CONFERENCING CC			
ADDRESS	PO BOX 2886 SWAKOPMUND			
CONTACT NUMBER	0814243299			
NAME OF PERSON IN CHARGE	Francois Heyns			
ADDRESS OF EVENT	PARKING AREA NEXT TO THE TENNIS CLUB			
DATE/S OF EVENT	10 Dec 2026 to 9 Jan 2027			
NUMBER OF STANDS	**Barbeque / Grill /Open Fire**	**1**	**Deep Fryers / Gas stoves**	**2**

Fire Protection *(Please indicate services required for your event (✓))*							
Fire Brigade Inspection	☐	**Fire Protection**	☐	**Fire Prevention & Inspection**	☒	**Other Services**	☐
Other - Please Specify:							

*If safety provisions are not sufficient for the event, additional safety provisions may be required by the Fire Brigade.

SAFETY PROVISIONS INFORMATION FOR EVENT

- The event applicant process begins with an application is submitted to the Fire Brigade of Swakopmund Municipality.
- The acceptance of the application shall in no way be construed as final approval.
- Permit application must be received no later than thirty (30) days prior to the actual date of event.
- An inspection to the venue is required before and/or during the event and a final approval will be used at the time of the final inspection.
- The application/permit is not valid until signed by a representative from the Fire Brigade.
- The Fire Brigade encourages the use of non-flammable material in the cooking areas and that cooking areas are not left unattended, wear proper clothing, and keep flammables away from heat sources.
- Each barbeque/grill/open fire/deep frying/gas stove users at stands/stalls shall have a portable fire extinguisher DCP/Co2, fire blanket & bucket filled with sand. The fire extinguisher must be mounted or secured so that it will not fall over, be visible and accessible and way from the cooking area and be services within the last year, with a service tag attached.
- Charcoal and wood barbecue cooking is prohibited inside a booth and charcoal/wood cooking shall be performed only in areas away from public access and shall be 10 feet away from permanent structure.
- Coals shall be disposed of only in metal containers that have been designed for such use and approved by the Fire Brigade
- Dumping coals in trash containers is prohibited.
- Deep fat frying (using hot oil of any kind) shall be located in a sperate enclosure where only cooking operations are performed. The top enclosure shall be open a metal screening shall be provided.

I declare to the best of my knowledge and beliefs the information made herein are true and correct.

SIGNATURE OF APPLICANT	PRINT: NAME OF APPLICANT	DATE
	FRANCOIS HEYNS	3 JUNE 2026



SWAKOPMUND
MUNICIPALITY

FORM 05

HEALTH & SOLID WASTE MANAGEMENT

(064) 4104500
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Stephania Namwenyo

APPLICATION - SOLID WASTE MANAGEMENT FOR EVENT HOSTING

ORGANIZATION/EVENT	
ADDRESS	
CONTACT NUMBER	
EMAIL ADDRESS:	
NAME OF PERSON RESPONSIBLE	
ADDRESS WERE EVENT TAKES PLACE:	
DATE/S OF EVENT	

Solid Waste Management request *(Please indicate your requirements (✓))*							
Waste Removal	☐	Once a day	☐	Twice a day	☐	Three times and more	☐
Bins required	☐	Number of bins required?					

SIGNATURE OF APPLICANT | PRINT: NAME OF APPLICANT | DATE

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:

APPROVED: ☐ | REJECTED: ☐

OFFICIAL DATE STAMP | GENERAL MANAGER : HEALTH & SWM

OFFICE USE & FINAL PROCESSION				
Application received	Date:			
Application decision	Accepted	☐	Rejected	☐
Accepted Motivation(s)				
Rejected Reason(s)				

CHIEF FIRE OFFICER | OFFICIAL DATE STAMP

SWAKOPMUND
MUNICIPALITY
+264 64 410 4517 | andiweteko@swkmun.com.na | P O Box 53, Swakopmund, Namibia

MEDICAL CERTIFICATE OF FITNESS FOR FOOD HANDLERS GK121/1969 (203)

I, the undersigned registered medical practitioner, hereby declare that the under mentioned persons have been examined and they have been found to be free from obvious infectious diseases such as typhoid, paratyphoid, staphylococcus and streptococcus infections, and other pathogens, and are fit to handle and prepare food.

Food Handlers medically examined:

	NAME		NAME
1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

Employed by:
REMARKS:
DATE **STAMP** **DOCTOR'S SIGNATURE**

MUNICIPALITY OF SWAKOPMUND

P O Box 53, Swakopmund
Tel: (064) - 4104650
E-Mail: traffic@swkmun.com.na

CERTIFICATE OF INDEMNITY

I/We Francois Heyns

In my / our capacity/capacities as Owner member of CPTP Events Team Building and Conf cc

of _____

Hereby unconditionally indemnify the **Council of the Municipality of Swakopmund** against all and any claims in respect of damage to property and/or bodily injury to or loss of life of any person that may arise from the utilisation of streets, roads and/or any other land within the municipal area of Swakopmund by participants and/or authorised officials of

_____

on the occasion of The Outdoor Activity Hub

to be held on (date) 10 Dec 2026 to 9 Jan 2027

This indemnity excludes any liability arising directly from gross negligence, intentional, or unlawful conduct of the Municipality, its officials, or representatives. This clause shall not be construed to limit or exclude any rights or remedies available in law to third parties, including but not limited to the event organizer, whose rights remain expressly reserved under condition they abide by the resolutions per the approval permit or letter.

THUS signed at Swakopmund this 3 day of June 2026

SIGNATURE: _____

Witnesses: Dave Hammond

Helena Heyns

TRAFFIC DEPT. : 24 HOUR STANDBY CELLPHONE NUMBERS
0811274330 or 0811224679

Please inform us in advance with any changes on the above-mentioned application.
Copy of original document must be handed to applicant

MOTIVATION FOR CONTINUED USE OF THE OUTDOOR ACTIVITY HUB CURRENT LOCATION

OUTDOOR ACTIVITY HUB IMPACT SINCE 2021

- N$5.5 million+ invested into the project
- 38,612 visitors hosted
- 15 different activities developed over the years
- 35 seasonal jobs supported annually (+ 50 individuals impacted)
- Multiple annual charity initiatives
- Five consecutive years of successful operation

Connect People To People respectfully submits this motivation requesting approval to once again host the Outdoor Activity Hub (OAH) at its current location in Swakopmund for the 2026/2027 festive season.

Since its inception in 2021, the Outdoor Activity Hub has evolved into one of Swakopmund's most recognized festive season attractions, creating a safe, family-friendly environment for both residents and visitors while contributing directly to tourism, employment, and local economic activity.

Over the past five years, the Outdoor Activity Hub has grown consistently through reinvestment, innovation, and community support. Each year we have expanded our offering to create new experiences, encourage longer visitor stays, and provide additional reasons for tourists and locals alike to spend time within Swakopmund's tourism corridor.

COMMUNITY AND ECONOMIC IMPACT

The Outdoor Activity Hub has produced measurable benefits for Swakopmund:

	2021	2022	2023	2024	2025	Total
Activities	1	3	4	8	9	25
Setup Cost	50,312	230,300	324,675	563,705	611,116	1,780,108
Suppliers	28,750	115,080	298,000	384,751	464,878	1,291,459
Wages	25,075	129,490	190,720	396,396	403,175	1,144,856
Sales	176,315	798,350	1,213,960	1,611,671	1,528,058	5,328,354
Visitors	N/A	6,111	8,374	13,861	10,266	38,612

P.O. Box 2886, Swakopmund
Email address: dave@connectpeople.com.na; Telephone: +264 81 593 3514
Members: Buttons Heyns, Cello Baas, Dave Hammond

LONG-TERM INVESTMENT AND COMMITMENT

Connect People To People has made substantial long-term investments specifically for this project, including:

- Mobile skating rink infrastructure (N$ 800,000)
- Rope tree course equipment (N$ 115,000)
- VR equipment (N$ 90,000)
- Train infrastructure (N$ 55,000)
- Storage facilities and equipment (N$ 230,000)
- Ongoing yearly operational investments in Swakopmund (N$ 40,000)

These investments demonstrate our long-term commitment to growing the event responsibly and sustainably within the town.

WHY THE CURRENT LOCATION REMAINS THE MOST SUITABLE

The existing location is not only operationally suitable but has become strongly associated with the Outdoor Activity Hub experience.

This location provides:

- Existing infrastructure requirements including power and water access
- Safe and established pedestrian flow routes
- Shade and environmental protection for families and children
- Appropriate hard surfaces required for skating activities (No sand)
- Existing infrastructure already adapted for our setup requirements
- Integration with nearby attractions, increasing visitor circulation in the area
- Familiarity for returning tourists and local residents

Relocating the Outdoor Activity Hub would require substantial reinvestment and would effectively duplicate costs already incurred over a five-year period. The current location has become synonymous with the event and is widely recognised by residents and visitors as a safe and accessible family entertainment destination.

TOURISM AND COMMUNITY BENEFITS

The Outdoor Activity Hub contributes significantly beyond its direct sales figures. Visitors attending the Hub also support accommodation establishments, restaurants, coffee shops, retail outlets, fuel stations and other tourism operators. The project therefore contributes to the broader holiday economy of Swakopmund.

The Outdoor Activity Hub further supports community development through annual charity events benefiting mentally and physically challenged individuals, orphanages and underprivileged children.

P.O. Box 2886, Swakopmund
Email address: dave@connectpeople.com.na; Telephone: +264 81 593 3514
Members: Buttons Heyns, Cello Baas, Dave Hammond

Our goal has always been to build an attraction that reflects positively on Swakopmund and strengthens the town's reputation as a premier tourism destination.

LEGACY AND REPUTATION

Over five years, the Outdoor Activity Hub has become a recognised festive-season institution within Swakopmund. Families plan their holiday activities around the Hub and many visitors actively seek out the attraction during their stay. The project has evolved beyond an event and has become part of the town's holiday identity.

Connect People To People has further demonstrated its commitment to Swakopmund through the successful organisation of Swakopmund parkrun, the Africa Cup Inline Hockey Tournament, Perfect Stay Padel Invitational, Sand Castle Competition, Fittest in the Namib and Volley 1st.

OUR REQUEST

We respectfully request approval to continue operating the Outdoor Activity Hub at its current location for the following period:

Operational Dates:
10 December 2026 – 9 January 2027

Setup Period:
3 December 2026 onwards

Breakdown Completion:
15 January 2027

Additionally, we request consideration for long-term planning alignment by supporting continued operations for the **2027/2028** season, thereby protecting the substantial investment already made, ensuring continuity for residents and visitors, safeguarding employment opportunities, and allowing the Outdoor Activity Hub to continue contributing positively to the economic and social fabric of Swakopmund.

This will also enable us to engage with investors and collaborators in finding alternate solutions in a timely manner.

We remain committed to working collaboratively with all stakeholders to ensure that the Outdoor Activity Hub continues delivering value to Swakopmund, its residents, and its visitors.

Kind Regards,

Connect People To People
Members: Buttons Heyns, Cello Baas, Dave Hammond

P.O. Box 2886, Swakopmund
Email address: dave@connectpeople.com.na; Telephone: +264 81 593 3514
Members: Buttons Heyns, Cello Baas, Dave Hammond

CONNECT
People to People

OUTDOOR ACTIVITY HUB 2026

Event layout:



Event program: The venue will be open from 11h00 to 19h00 each day. During this time the public will be able to participate in activities such as skating, tree rope climbing, mini golf, axe throwing, escape room, jumping castles, virtual reality and train riding.

Safety plan: We will have a medical bag available for minor incidents. We have enough instructors available to help skaters and assist them. We will have Emed24 on standby if required. Our staff is well trained, and we have managers in charge of each station. We also do refresher courses, and our vision is safety first. In the last 5 years we have not had any incidents. With our food kiosks and kitchen, we will have fire extinguishers available, tested and checked.

Security plan: We will always have two security officers at the venue. We make use of Coastal Security Services. They have been our security provider for the last 4 years.

Ablution facilities: Yes, we have our own ablution facilities available. Our service provider is Elite Services, and they have been our supplier for 5 years at this event.

Waste removal: We have bins for normal waste and a skip which will be cleaned regularly. We rent this in from a local waste removal company.

P.O. Box 2886, Swakopmund
Email address: buttons@connectpeople.com.na; Telephone: +264 81 424 3299
Members: Buttons Heyns, Cello Baas, Dave Hammond

SWAKOPMUND MUNICIPALITY

EVENT MANAGEMENT

+264644104600
53 Swakopmund
NAMIBIA
Web Swkmun.com.na
msteenkamp@swkmun.com.na

APPLICANT

CONNECT PEOPLE TO PEOPLE
P O Box 2886
SWAKOPMUND
OUTDOOR ACTIVITY 10 DEC 2026 - 09 JAN 2027
E-mail: buttons@connectpeople.com.na

PRO FORMA INVOICE FOR

EVENT HOSTING 2026

DATE	INVOICE #	CONTACT NAME
04-Jun-25	EVH 046	Mr B Heyns

DESCRIPTION					RATE	VAT EXCLUDED	VAT	VAT INCLUDED
Venue Hire			(Tennis Court parking area)					
Refundable Deposit					809.39	809.39		809.39
Rent Fee	m^2 or days		3000	44	0.29			38,280.00
						Hire	Sub-Total	39,089.39
Street Closure								
Refundable Deposit:		Gravel Road			0.00			-
Refundable Deposit:		Interlock Road			0.00	-		-
Refundable Deposit:		Bitument Road			0.00	-		-
						Closure	Sub-Total	-
Escort Duties / Traffic								
Saturday	1.5	2	2	T/O		-	-	-
Sunday/Public	2		2	T/O		-	-	
						Escort	Sub Total	-
Waste Removal					855.51	-	-	-
Bins / Skip					35.65	-	-	-
TOTAL DUE							N$	39,089.39

BANK DETAILS:	First National Bank - Account: 62249603300 - B/C: 280472 - S/C: FIRNNANX
PAYMENT REF.:	*Event 2026 & Invoice number*
E-MAIL PROOF:	*msteenkamp@swkmun.com.na*

PAYMENT TO BE MADE ON OR BEFORE 03 DECEMBER 2026 // ENSURE TO SUBMIT PROOF OF PAYMENT

FOR OFFICE USE

VOTE NUMBERS

Venue Hire			Traffic Section	
Meduletu Hall	250522042000	Sundry	3505522055000	
Multi Purpose Centre	251022024500			
Town hall	250522025000		Health Section	
Sundry Deposits	960070202200	Sundry	700022057500	
Sports Fields	400522052500			
Public Open Spaces	250522041500			

ANNEXURE I

Swakopmund Events Permit Office
Economic Development Services
Corner of Rakoloka & Daniel Kamho Street
P O Box 53, Swakopmund, Namibia
Tel: +264 64 410 4612
Web: www.swkmun.com.na
Email: swkmun@swkmun.com.na

SWAKOPMUND

Application No.:

SWAKOPMUND EVENT HOSTING APPLICATION FORM

The following information and documentation are required from ALL organizers of events wishing to host events in Swakopmund on public open spaces and/or Local Authority property.

Event Information				
Name of Event:	*Swakopmund Fair*			
Event Venue: *(Full address)*	Option 1	*Palm Gardens/ Ampi Theater parking area below Café Anton*		
	Option 2	*None – requirement from Council*		
Date/s of proposed Event:	*17, 18, 19 December 2026*			
Event Start Time:	*09:00*	Event End Time:	*21:00*	
Set-Up: Date & Time:	*16 December 2026 07:30-17:00*	Strike Down Date & Time:	*20 December 2026 08:00 – 12:00*	
Event Overview: (Full event proposal/profile to be attached)	*The Community Street Fair is a long-standing annual municipal event hosted by the Municipality, aimed at promoting community participation and supporting local home industries. The fair provides an inclusive public platform for residents to showcase and sell handmade products, crafts, and hobby-related goods, particularly during the festive season. In line with Council's directive, the event will be hosted at the Palm Gardens and Amphitheatre Parking Area and will be implemented in compliance with all applicable municipal by-laws and safety requirements.*			
Event Format:	*This event will be conducted as an open community street market without a formal programme, operating daily from 17 to 19 December 2026. Trading will take place between 10:00 and 21:00, within the broader event operating hours of 09:00 to 21:00. The format is deliberately informal to encourage community participation, with a controlled number of stalls, limited open-fire activities subject to fire safety approval, and light background music and busking performances managed within approved timeframes.*			

MUNICIPALITY OF SWAKOPMUND
04 FEB 2026
Office of the Chief Executive Officer

Overall Event Profile *(Please indicate the most applicable event (✓))*							
Concert/ Music Festival	☐	Sports	☐	Trade Shows Exhibition/Launches	☐	Religious/ Church Event	☐
Fireworks – Pyrotechnic Displays	☐	Charity Fundraiser Cycling/Run/Walk	☐	Conference Meetings/ Seminars	☐	Cultural Event	☐
Carnivals	☐	Award Ceremonies	☐	Day/Night Market	☐	School Event	☐
Leisure & Lifestyle Food & Wine	☐	Community Event	☒	Corporate Party	☐	Weddings/Birthdays (If using Municipal facilities)	☐
Other - Please Specify:	*Community Street Fair*						

Expected attendance at the Event / Event Size			
Category	Pax	Tick (✓)	Minimum time to submit the Application
Very Small	01 - 50	☐	20 working days (4 weeks)
Small	51 - 2000	☐	25 working days (5 weeks)
Medium	2001 – 5000	☐	60 working days (3 months)
Very Large	5001 – 10 001 + Above	☒	90 working days (6 months)

Event Organizer			
Name:	Annette	Surname:	Swart
Organization:	Municipality of Swakopmund		
Designation:	Event - Organizer - Office of the CEO		
Contact Number:	+26481 1496702	E-mail Address:	aswart@swkmun.com.na

Event Requirements *[This section is compulsory]*		
Road Closure required?:	No ☐ Yes ☒	*If yes, please provide details and complete (Form 01)*
▪ Roads:		
▪ Section of Road(s):		
▪ Times:		
Traffic Control required?	No ☐ Yes ☒	*If yes, please provide details and complete (Form 02)*
Traffic Escort:	No ☒ Yes ☐	
Section of Road(s):		
Times	16 December 2026 for road closure & traffic control for the duration of the event	
NB: Depending on the extend of the Road Closure and/or Traffic impact a detailed Traffic Management Plan may be required		
Amplified Sound/ PA system?	No ☐ Yes ☒	*Permission to be obtained from Nampol – Submit consent letter*
Details:		
Structures /Marquees/ Tents?	No ☒ Yes ☐	*If yes, please provide details and plans.*
Ground Disturbance	No ☒ Yes ☐	*(e.g. driving pegs, spikes, marquee/stage anchors, earthing rods, etc into the ground/interlocked area)*
Vending/Catering/Food Stands:	No ☐ Yes ☒	Total Number of Stands: 90
NB: Conditional Health Certificate are required for food stalls from the Health Department (Form 3)		
Fire Compliance	No ☐ Yes ☒	Number of Barbecue + Hot Oils stands: 6
NB: Conditional Fire Prevention Certificate are required for stands using wood and coal barbecue cooking, and/or using hot oil of any kind from the Fire Brigade Section (Form 4)		
Alcohol Sales/Consumption	No ☐ Yes ☒	*If yes, please provide copy of Liquor license.*
Alcohol sales/consumption hours?	From 17 December 2026	To 19 December 2026
The granting of an Event Permit by Swakopmund Municipality does not authorize the sale/consumption of alcohol. A separate application must be made for a Liquor License at the Ministry of Justice – approval to be submitted before event commence.		
Public Liability Insurance?	Required/Compulsory	*Confirmation of Public Liability Insurance / Provide proof*
Other Services Required	*NB: Provision of Municipal Services may be charged as per applicable tariff/s.*	
▪ Waste Removal	No ☐ Yes ☒	
Details:		
▪ Water Connection	No ☐ Yes ☒	
Details:		
▪ Fire Prevention	No ☐ Yes ☒	
Details:		
▪ Electricity	No ☐ Yes ☒	*If yes, please apply at Erongo RED*

Any other Requirements?:	Security Services to be provided by one of the selected Security Companies contracted by the Municipality

Declaration		
I declare that all the information provided is complete and correct to the best of my knowledge. I understand that submission of this application does not mean Municipality of Swakopmund has supported my event.		
Signature of Applicant	Application Date	04 FEB 2026

RECEIVED MUNICIPALITY OF SWAKOPMUND

Office of the Chief Executive Officer

The timeous provision of the complete information will support and assist with the processing of the application, the approval process by the range of Municipality of Swakopmund departments and compliance with legislative requirements.

Application to be accompanied/attached:	
▪ Layout Plan for event indicating:	· Stages, Marquees & other temporary structures · Access & Evacuation Flows · Fencing & Crowd barriers · Catering facilities & Vendor Area
▪ Event Programme	· Draft programme event
▪ Safety Plan	· Medical Plan – including details of medical services. · Security Plan – including details of private security providers · Emergency response plan · Civil Aviation application/approval (if applicable)
▪ Fires and Safety	· Making of fires – a person may not make, cause, or permit to be made, a fire in the open air in such a place or in such a manner as to endanger the safety of any person, building, premises, or property. · All fires must be attended at all times, failure to do this will result in suspension of permit. The wind direction at the site of burning must be such that the smoke will generally be carried away from public roads and areas of human habitation and surrounded buildings. All burning shall cease if wind velocity reaches or exceeds 10 m.p.h. Check with fire department dispatch or local radio for information on winds. No natural or synthetic rubber or petroleum products shall be burned at any time. · All governmental regulations are also in effect when making fire. · Certificate/s of Acceptability - wood and coal barbecue cooking, and/or using hot oil of any kind – Condition of Fire Prevention Certificate
▪ Health Requirements	· Ablution Facilities and/or Mobile Toilets · Details of Vendors / Caterers, including licenses · Certificate/s of Acceptability – Food Vendors – Condition of Health Certificate
▪ Community Participation	· Approval/communication/consent with affected residents/businesses/business associations

NOTE: This application excluded any specific or special application directives which the Municipal Council may issue from time to time, which may vary by event type, risk, size, the time of the year, duration venue or location (for example over the festive season or public holiday or related to a type of event or specific venue/location on the transport network or any other activity.
The timeframes provided do not include event applications where a land use planning approval is required i.e., where an event is to be held on land which is not appropriately zoned. In such instances, the time frames for very large event will apply.

OFFICE USE				
Application received	Date:			
Application decision	Accepted	☐	Rejected	☐
Accepted Motivation(s)				
Rejected Reason(s)				
After approval requirements				
Indemnity Form	Completed Indemnity Form		(after Council approval, before Event)	
Conditional Health Form/s	Completed form/s authorized by Council's Health Department for every food stand/stall		(after Council approval, before Event) if Applicable	
Conditional Fire Prevention Form/s	Completed form/s authorized by the Fire Brigade for every stand using wood and coal barbecue cooking, and/or using hot oil of any kind		(after Council approval, before Event) if Applicable	
Approval of	▪ Noise exemption ▪ Liquor Licenses *(if applicable)*			

MUNICIPALITY OF SWAKOPMUND
04 FEB 2026
Office of the Chief Executive Officer
DATE STAMP

GENERAL MANAGER
ECONOMIC DEVELOPMENT SERVICES

SWAKOPMUND
MUNICIPALITY

Swakopmund Fair

Office of the Chief Executive Officer
Corner of Rakotoka & Daniel Kamho Street
P O Box 53, Swakopmund, Namibia
Tel: +264 64 410 4100
Web: www.swkmun.com.na
Email: swkmun@swkmun.com.na

HOSTING SWAKOPMUND FAIR

1. Introduction

This Event Plan sets out the operational, safety, and coordination arrangements for the Municipal Community Street Fair, an annual public event hosted by the Municipality. The fair has been successfully implemented for many years and serves as a key platform for community participation, local economic stimulation, and social cohesion.

The event is a community street market focusing exclusively on the sale of home industry products, hobbies, handmade items, and crafts. It is not intended as a business expo, trade fair, or industrial exhibition, and the sale of mass-manufactured goods is therefore not permitted.

In line with the new Council directive, the event will no longer be hosted in Daniel Tjongarera Avenue and will be relocated to the Palm Gardens and Amphitheatre Parking Area, as discussed and agreed with the Chief Executive Officer.

2. Event Overview

- **Event Name:** Community Street Fair
- **Host:** Municipality (Municipal Event)
- **Nature of Event:** Community street market (home industries and crafts only)
- **Status:** Standing annual municipal event
- **Venue:** Palm Gardens and Amphitheatre Parking Area
- **Event Dates:** 17 – 19 December 2026
- **Event Times:** Daily from 09:00 to 21:00
- **Public Trading Time:** Daily from 10:00 to 21:00

3. Event Objectives

- To promote and support local home industries, hobbies, and informal crafters.
- To provide a safe, inclusive, and family-friendly community space during the festive season.
- To strengthen community engagement through a long-standing municipal event.
- To stimulate limited local economic activity without competing with formal businesses or industrial exhibitions.

4. Event Programme

There is **no formal programme** for the duration of the fair. The event is operated as an open community market with flexible participation by approved stallholders.

- The fair is open daily to the public at **09:00**.
- Trading and active participation commence at **10:00**.
- The fair closes daily at **21:00**.
- The same operational format applies for all three days.

5. Event Setup and Breakdown

5.1 Event Setup

- **Setup Commencement:** Wednesday, 16 December 2026
- Setup will be undertaken in coordination with the following municipal sections:
  - **Works Section:** Street closures, placement of barriers, and logistical support.
  - **Traffic Section:** Traffic control, road closures, and signage.
  - **Garden Section:** Protection and care of gardens, placement of bunting flags, and general beautification.
  - **Street Cleaning Services:** Pre-event cleaning to ensure the site is ready for public use.

5.2 Event Breakdown and Post-Event Cleaning

- **Event Closure:** 19 December 2026 at 21:00
- **Breakdown Commences:** Immediately after closure on 19 December 2026
- **Final Site Cleaning:** Sunday, 20 December 2026 from 09:00 to 11:00

  - Conducted in conjunction with:
  - **Solid Waste Management**
  - **Health Section** (removal of bins and final hygiene inspection)
- **Works Section:** Collection and removal of street barriers and equipment.

6. Waste Management

- **Solid Waste Management Section** to provide:
  - Waste skips
  - Refuse bins strategically placed throughout the venue

- Daily waste monitoring during the event.
- Full removal of waste after event breakdown and final cleaning.

7. Ablution Facilities

- Temporary ablution facilities and/or mobile toilets will be procured from a private service provider.
- Procurement will be conducted strictly in accordance with the Public Procurement Act.
- Facilities will be serviced regularly for the duration of the event.

8. Safety, Security, and Emergency Services

8.1 Security

- The event will make use of the Council-appointed private security company under Council's existing long-term security contract.
- Security operations will be administered by the Event Organiser in conjunction with Corporate Services.
- Security will focus on crowd control, asset protection, and general public safety.

8.2 Fire Safety

- As this is a municipal event, the Fire Brigade will oversee compliance with all applicable fire safety requirements.
- Stallholders requesting permission for open fires or cooking must comply with Council's Fire Safety Rules.
- Fire safety inspections will be conducted by the Fire Brigade before and during the event.
- The Event Organizer will strictly limit the number of stalls permitted to make open fires.

8.3 Emergency and Law Enforcement

- Council's Emergency and Law Enforcement Section will be on standby for the full duration of the fair.
- Emergency response support will be available for medical incidents, public safety concerns, or other unforeseen events.

9. Health Compliance

- All food vendors must comply with applicable health regulations.
- Health inspections may be conducted during the event.
- Waste, hygiene, and ablution facilities will be monitored in collaboration with the Health Section.

10. Music and Entertainment

- **Buskers** are invited to perform **free of charge** as part of a community initiative to provide exposure for local talent.
- A busking **schedule/programme** will be compiled to manage performances and sound levels.
- **Light background music** will be played by the **Rotary Club**, which manages the beer garden/bar area.
- All music and sound levels will be managed in accordance with approved timeframes and noise considerations.

11. Event Governance and Coordination

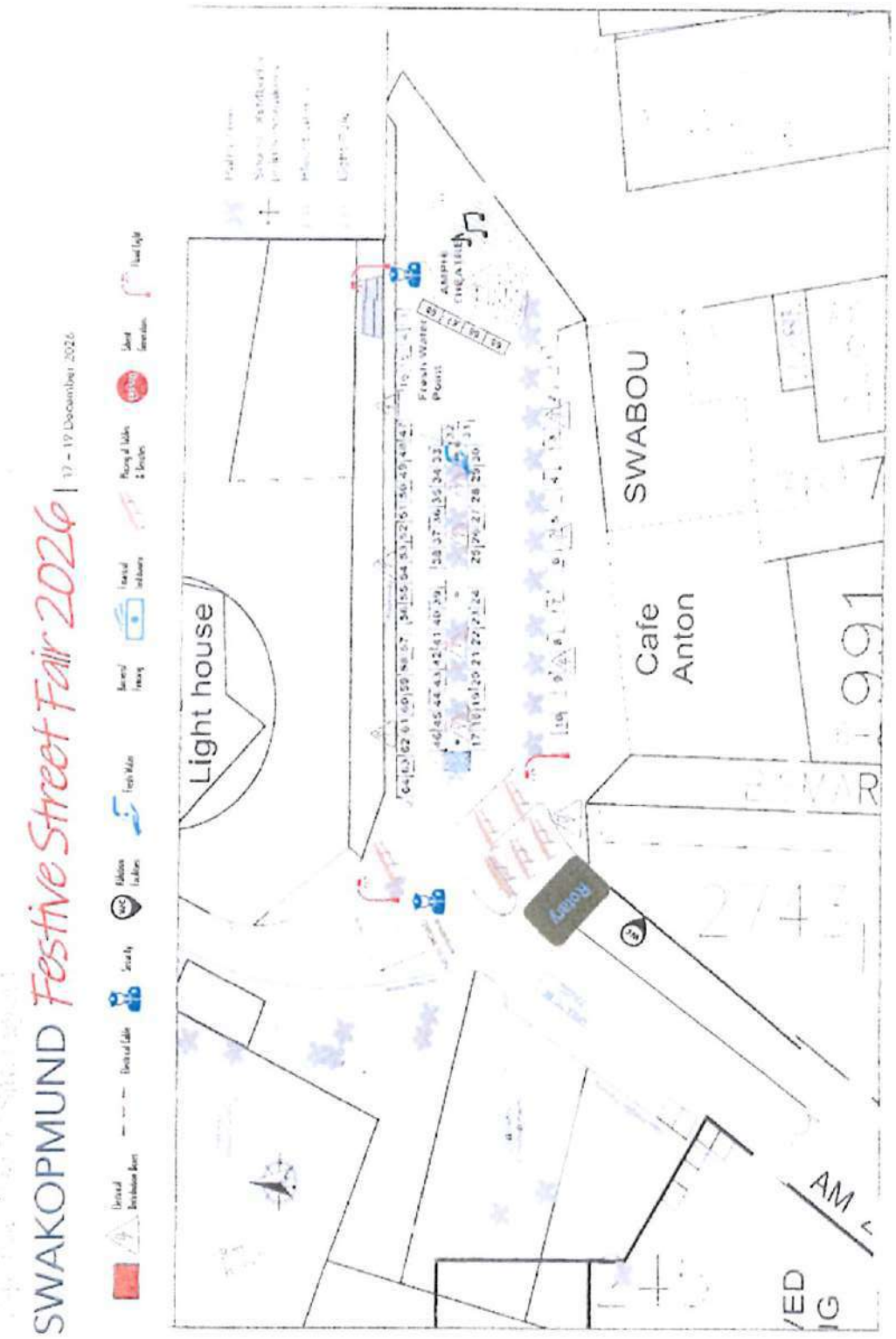
- The Municipality is the official host and organizer of the event.
- Inter-departmental coordination will be ensured through Corporate Services.
- The event will be implemented in compliance with all applicable municipal by-laws, safety regulations, and Council resolutions.

12. Motivation for Hosting the Event

The Community Street Fair is a **long-standing annual municipal event** that has become an integral part of the Municipality's community engagement calendar. Hosting this event serves the following public interest objectives:

- It provides a **low-barrier economic opportunity** for home industries, hobbyists, and informal crafters who may not have access to formal markets.
- It enhances **community cohesion** by creating a shared public space during the festive season.
- It supports Council's mandate to promote **inclusive local economic development** without undermining formal businesses.
- It reinforces the Municipality's visibility and role as a facilitator of safe, well-managed public events.

Given its history, community value, and strong internal coordination, the continued hosting of the Community Street Fair is both justified and aligned with Council's strategic objectives.


SWAKOPMUND Festive Street Fair 2026
Light house
SWABOU
Cafe
Anton
Rotary

SWAKOPMUND

FORM 01

EMERGENCY & LAW ENFORCEMENT UNIT

(064) 4104650
53 Swakopmund
NAMIBIA
traffic@swkmun.com.na

Enquiries: Manager: Emergency & Law Enforcement Unit

APPLICATION FOR STREET CLOSURE

I/We *Annalize Swart*

In my/our capacities as *As Event Organizer of Swakopmund Fair hosted by MoS*

Of (name of deceased)

Hereby unconditionally indemnify the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** against all and any claims in respect of damage to property and/or bodily injury to/loss of life of people that may arise from the utilisation of streets, roads and/or any other land during an event of funeral, weddings and memorial services within the municipal area of Swakopmund by participants and/or authorised officials of The Traffic Section to provide street closure duties.

on occasion of *Event hosted by MoS -*

to be held on (date)

APPLICANT CHECKLIST/REQUIREMENTS

		YES	NO
1	Applicant obtains approximate positions of Municipal services in the area for safe erection of tents from the Engineering		
2	Applicant proposes detours during the street closure period to prevent interruption to the traffic flow in consultation with Engineering.		
3	Damages to the road surface and or Municipal services be for the account of the applicant and be repaired upon notification by the Engineering.		
4	Applicant indicates whether refuse bins will be required and pay for the lease thereof as well as the removal afterwards (N$15.00 per bin and N$357.50 per truck load for the removal (15% VAT excluded)) in consultation Health Service.		
5	That the applicant ensures that sufficient ablution facilities are provided for in consultation Health Service.		
6	Applicant to obtain written consent from adjoining property owners		
7	The Applicant indemnifies Council from any claims that may arise in respect of damages to property or injury to people, using the area applied for.		
8	Applicant obtains road traffic signs for street closure from the Work Section, for placement by the Traffic Officers, to secure the street for safety reasons.		
9	That sound be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehavior, the use of the area is cancelled immediately by the Traffic Section		
10	Applicant liaises with the Traffic Section for the requirements to ensure that road users comply with traffic rules		
11	The area be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.		
12	Applicant be responsible for keeping the area clean at all times during and after the event		

APPLICANT DETAILS

Contact Person Name / Surname	Annaliza Swart
Telephone / Mobile Number	+264811406702
Remarks	Event organized on behalf of the Municipality of Swakopmund

ARRANGEMENTS

Engineering Services : Woks Section

☐	Funeral	From:		To:	Time:	
☐	Memorial Services	From:		To:	Time:	
☐	Wedding	From:		To:	Time:	

NB: TO BE SUPPLIED BY THE APPLICANT

Tent [No] [Yes] | Drums [No] [Yes] | Barrier Tape [No] [Yes]

Not Applicable

Applicants Financial Responsibility – Paid by the Applicant

1. Daily rental/lease fee of N$99,00 (VAT Excl.) [N$99,00 x 15% = N$114.00/day]
2. Refundable deposit when using roads with the following surfaces:
   - i. Gravel Road N$750,00
   - ii. Interlocks N$1 500,00
   - iii. Bitumen N$2 000,00
3. Damages to road surfaces (if needed) be defrayed from the refundable deposit mentioned in (2.) above.

Finance : Cashier

Amount to be Paid:			Receipt No.	Cashier Stamp
Rental [101]	Days:	N$		
Refundable Deposit [129]		N$		

Thus, signed at [illegible] this 4th day of February 2026

APPLICANT SIGNATURE	
ENGINEERING SERVICES	
HEALTH SERVICES	
TRAFFIC SERVICES	

INSPECTION AFTER EVENT – DEPOSIT REFUND

ENGINEERING SERVICES		
REMARKS		

FORM 02

EMERGENCY & LAW ENFORCEMENT UNIT

(064) 4104650
53 Swakopmund
NAMIBIA
traffic@swkmun.com.na

Enquiries: Manager: Emergency & Law Enforcement Unit

APPLICATION FOR ESCORT DUTIES

I/We _____

In my/our capacities as _____

Of (name of deceased) _____

Hereby unconditionally indemnify the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** against all and any claims in respect of damage to property and/or bodily injury to/loss of life of people that may arise from the utilisation of streets, roads and/or any other land within the municipal area of Swakopmund by participants and/or authorised officials of The Traffic Section to provide escort/assistance duties.

on occasion of _____

To be held on (date) _____

TRAFFIC SECTION: ESCORT DUTIES

Not Applicable

FROM			
TO			
DATE		TIME	

FROM			
TO			
DATE		TIME	

FROM			
TO			
DATE		TIME	

APPLICANT DETAILS

Contact Person Name / Surname		SIGNATURE:
Telephone / Mobile Number		

thus, signed at _____ this ____ day of _____ 20 _____

OFFICE USE

Payment received	Yes	No	Not Applicable	Receipt Date:	Receipt no.:
Traffic Official					
				Signature of Traffic Official	Official Date Stamp

SWAKOPMUND

FORM 03

(064) 4104500
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Denise Marais/Alfred Ndiweteko

APPLICATION
CONDITIONAL HEALTH REGISTRATION CERTIFICATE

Note: This Application / Permit is not valid until signed by a Health & Solid Waste Management representative.

ORGANIZATION/EVENT	Not Applicable for Host
ADDRESS	
CONTACT NUMBER	Vendors will apply
EMAIL ADDRESS	
NAME OF PERSON RESPONSIBLE	individually once stand was
ADDRESS WERE PREPARATION TAKE PLACE:	
TYPE OF FOODS FOR SALE	awarded
DATE/S OF EVENT	

BASIC HEALTH CONDITIONS

1. All applications for events must be submitted at least 5 (five) days before date of sale and no sale may take place until a temporary registration certificate is issued by the Town Health Officer.
2. The applicant must keep a record of each donor, manufacturer and supplier of every article displayed for sale.
3. Every article of food must be labeled, identifying the name and address or reference number of supplier.
4. All possible measures must be taken in order to protect the public health during preparation and sale of perishable products.
5. Every other statutory requirement is the responsibility of the applicant.
6. The applicants will be responsible to keep the immediate surroundings of their stalls in a tidy condition.

I declare to the best of my knowledge and beliefs the information made herein are true and correct

SIGNATURE OF APPLICANT	PRINT: NAME OF APPLICANT	DATE
	A Swart.	4/2/2026

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:	

APPROVED: ☐ | REJECTED: ☐

OFFICIAL DATE STAMP

GENERAL MANAGER : HEALTH & SWM

SWAKOPMUND

FORM 04

EMERGENCY MANAGEMENT SERVICES DIVISION

+264 64 4104637 / 4104640
+ 264 811244161
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Bainga Matengu – Chief Fire Brigade Officer

APPLICATION/PERMIT
CONDITIONAL FIRE PREVENTION FOR EVENT HOSTING

Note: This Application / Permit is not valid until signed by a Chief Fire Brigade Officer representative. // A fee will be charged for this application/permit.

APPLICANT/BILLING INFORMATION	Not Applicable for Host
ADDRESS	
CONTACT NUMBER	Vendors will apply
NAME OF PERSON IN CHARGE	
ADDRESS OF EVENT	individually once stand was
DATE/S OF EVENT	
NUMBER OF STANDS	Barbeque / Grill /Open Fire awarded / Gas stoves

Fire Protection *(Please indicate services required for your event (✓))*							
Fire Brigade Inspection	☐	Fire Protection	☐	Fire Prevention & Inspection	☐	Other Services	☐
Other - Please Specify:							

***If safety provisions are not sufficient for the event, additional safety provisions may be required by the Fire Brigade.**

SAFETY PROVISIONS INFORMATION FOR EVENT

- The event applicant process begins with an application is submitted to the Fire Brigade of Swakopmund Municipality.
- The acceptance of the application shall in no way be construed as final approval.
- Permit application must be received no later than thirty (30) days prior to the actual date of event.
- An inspection to the venue is required before and/or during the event and a final approval will be used at the time of the final inspection.
- The application/permit is not valid until signed by a representative from the Fire Brigade.
- The Fire Brigade encourages the use of non-flammable material in the cooking areas and that cooking areas are not left unattended, wear proper clothing, and keep flammables away from heat sources.
- Each barbeque/grill/open fire/deep frying/gas stove users at stands/stalls shall have a portable fire extinguisher **DCP/Co2, fire blanket & bucket filled with sand.** The fire extinguisher must be mounted or secured so that it will not fall over, be visible and accessible and way from the cooking area and be services within the last year, with a service tag attached.
- Charcoal and wood barbecue cooking is prohibited inside a booth and charcoal/wood cooking shall be performed only in areas away from public access and shall be 10 feet away from permanent structure.
- Coals shall be disposed of only in metal containers that have been designed for such use and approved by the Fire Brigade
- Dumping coals in trash containers is prohibited.
- Deep fat frying (using hot oil of any kind) shall be located in a sperate enclosure where only cooking operations are performed. The top enclosure shall be open a metal screening shall be provided.

I declare to the best of my knowledge and beliefs the information made herein are true and correct.

SIGNATURE OF APPLICANT	PRINT: NAME OF APPLICANT	DATE
	D. Swart	4/2/2026

FORM 05

SWAKOPMUND

(064) 4104500
53 Swakopmund
NAMIBIA
swkmun@swkmun.com.na

Enquiries: Stephania Namwenyo

APPLICATION - SOLID WASTE MANAGEMENT FOR EVENT HOSTING

ORGANIZATION/EVENT	*Municipality of Swakopmund*
ADDRESS	*Box 53, Swakopmund*
CONTACT NUMBER	*0811406702*
EMAIL ADDRESS:	*aswart@swkmun.com.na*
NAME OF PERSON RESPONSIBLE	*Annalize Swart*
ADDRESS WERE EVENT TAKES PLACE:	*Palm Gardens/ Amphitheatre*
DATE/S OF EVENT	*17 – 19 December 2026*

Solid Waste Management request *(Please indicate your requirements (✓))*

Waste Removal	☒	Once a day ☐	Twice a day ☒	Three times and more ☐	
Bins required	☒	Number of bins required?	*100+*		

A Swart — SIGNATURE OF APPLICANT | A Swart — PRINT: NAME OF APPLICANT | 4/2/2026 — DATE

OFFICIAL USE ONLY

OBSERVATIONS/RECOMMENDATIONS:	

APPROVED: ☐ | REJECTED: ☐

OFFICIAL DATE STAMP

GENERAL MANAGER : HEALTH & SWM

OFFICE USE & FINAL PROCESSION				
Application received	Date:			
Application decision	Accepted	☐	Rejected	☐
Accepted Motivation(s)				
Rejected Reason(s)				

CHIEF FIRE OFFICER

OFFICIAL DATE STAMP

11.1.26 **CONSOLIDATION OF ERF 469 AND PORTION D OF ERF 180, SWAKOPMUND INTO CONSOLIDATED ERF X**
(C/M 2026/10/29 - E 469, E 180)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.11,** page **03,** refers.

A. **This item was submitted to the Management Committee for consideration:**

1. **Purpose**

The purpose of this submission is for the Council to consider the application for the consolidation of Erf 469 and Portion D of Erf 180, Swakopmund, into consolidated Erf X in terms of Section 97 (1) (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. **Introduction and Background**

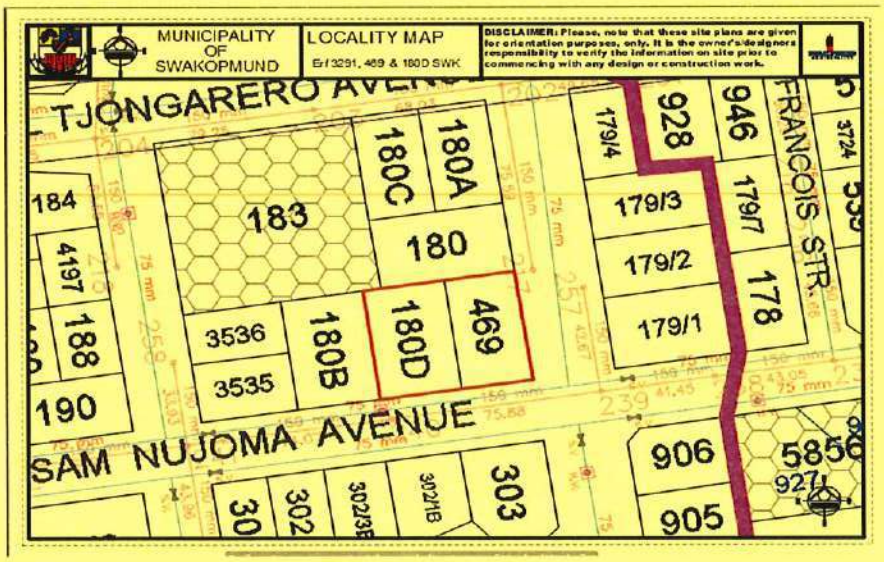
A consolidation application was received by the Town Planning Department from Du Toit Planning Consultants on behalf of the registered owner, Acacia Properties (PTY) LTD. The application is attached as **Annexure A.**

3. **Ownership**

Ownership of Erf 469 and Portion D of Erf 180 Swakopmund is held in the Deeds of Transfer T 8426/2002 and T 5792/2012 and vests in Acacia Properties (PTY) LTD. Proof of ownership has been attached together with the application.

4. **Locality, Zoning and Size**

Erf 469 and Portion D of Erf 180 Swakopmund are located in Swakopmund, within the established central business district (CBD). The properties are situated along Sam Nujoma Avenue, a prominent east-west route providing direct access through the town centre. The properties are zoned "Business" and measure approximately 1 125m² and 1 313.43 m² in extent, respectively.



5. **Access, parking and municipal services**

Erf 469 and Portion D of Erf 180, Swakopmund, are accessible from two streets, namely Sam Nujoma Avenue and Lüderitz Street. The proposed development will therefore utilise both streets as the primary access routes to the respective erven.

Parking for the proposed development will be provided in full compliance with the requirements of the Swakopmund Zoning Scheme. The erven are already connected to the bulk services network; however, any costs associated with the relocation, alteration, or upgrading of services, should such be required, will be borne by the owner.

6. **Public Notification**

The owners of the neighbouring properties were notified of the proposed consolidation by means of registered mail, email and hand-delivered letters, providing them with an opportunity to submit any comments or objections. The last date of objections was 31 August 2026. No objections or comments were received within the stipulated period.

7. **Proposal**

It is the intention of the owners to consolidate Erf 469 and Portion D of Erf 180, Swakopmund, into a single business erf. The proposed consolidation is intended to facilitate the continued operation of Nictus Swakopmund on a single erf comprising the entirety of the two properties. Accordingly, approval is sought for the consolidation of the two erven into one erf.

Both properties are zoned "Business" in terms of the Swakopmund Zoning Scheme and are fully developed and currently utilized for commercial purposes, accommodating the established Nictus Swakopmund retail business.

The surrounding area is characterized by a mix of retail, office and service-related businesses and forms part of the established commercial core of Swakopmund. The proposed consolidation will therefore formalize the existing use of the properties as a single commercial operation.

The proposal is indicated in the table below:

Proposed Portion number	***Area (m²)***	***Zoning***
Erf 469 Swakopmund	*1 125*	*General Business*
Erf 180 D Swakopmund	*1 313.43*	*General Business*
Consolidated Portion X	*2 438.43*	*General Business*

8. **Evaluation**

The proposed consolidation of Erf 469 and Portion D of Erf 180, Swakopmund, into a single consolidated erf (Erf X) is considered appropriate from a town-planning perspective, as both properties are zoned *"General Business"* in terms of the Swakopmund Zoning Scheme and are currently developed and utilized for commercial purposes.

The consolidation will enable the two properties to function as a single, integrated business Erf and will facilitate the continued operation of Nictus Swakopmund as an established commercial business.

The proposal is compatible with the surrounding area, which is characterized by established retail, office and service-related businesses. It will make use of existing infrastructure and access arrangements and will not introduce land use that is inconsistent with the established commercial character of the area.

Commercial and business activities play an important role in supporting the economic and functional structure of an established urban area by providing goods and services, supporting employment opportunities and contributing to the continued utilization of commercial areas. In this regard, the continued operation of an established business on appropriately zoned land is considered compatible with the intended function of the surrounding commercial area.

9. **Title Deeds Conditions**

That the current title deed conditions registered against Erf 469 and Portion D of Erf 180, Swakopmund should be cancelled and that the following conditions be registered against the consolidated Erf 'X',

(i) The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act 2018 (Act 5 of 2018).

(ii) The building value of the main building, including the outbuilding to be erected on the erf, shall be at least four times the municipal valuation of the erf.

10. **Conclusion**

The proposal is consistent with the character of the surrounding area, makes use of existing infrastructure, and contributes positively to the diversification of businesses within Swakopmund.

Therefore, the proposed consolidation of Erf 469 and Portion D of Erf 180, Swakopmund, can be supported as it does not have any negative or detrimental impacts on the existing character and is in line with the Swakopmund Zoning Scheme.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That the consolidation of Erf 469 and Portion of Erf 180, Swakopmund into Consolidated Erf 'X' be approved in terms of Section 101(2)(a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

(b) That the current title deed conditions registered against Erf 469 and Portion D of Erf 180, Swakopmund should be cancelled and that the following conditions be registered against the consolidated Erf 'X'.

(i) The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act 2018 (Act 5 of 2018).

(ii) The building value of the main building, including the outbuilding to be erected on the erf, shall be at least four times the municipal valuation of the erf.

(c) That the applicant obtains the erf number for the consolidated erf from the Surveyor General before certification of the consolidation plan by the Council's Town Planner.

(d) That the applicant provides proof that the consolidated Erf has been surveyed and registered by the Deeds Registrar before submission of any development proposal (building plans and/or building line relaxations) for Council approval.

(e) That the on-site parking requirements be as per the Swakopmund Zoning Scheme.

(f) That should any relocation, alteration, or upgrading of services be required because of the proposed development, be for the account of the owner and be installed in accordance with the specifications and to the satisfaction of the General Manager: Engineering, Urban Development and Environmental Management.

ANNEXURE A - APPLICATION FORM

26

22-03-07-469
E 469
E 180

SWAKOPMUND

RECORDS & ARCHIVES
25 JUN 2026
MUNICIPALITY OF SWAKOPMUND

FORM A: CHECKLIST **LAND PARCEL NO.** ERVEN 469 & D/108, SWAKOPMUND
This checklist should appear as the top page of any application

TOWN PLANNING APPLICATIONS SUBMITTED FOR CONSIDERATION BY THE SWAKOPMUND MUNICIPAL COUNCIL CONSOLIDATION OF ERVEN 469 & D/108, SWAKOPMUND

NO.	DOCUMENT DESCRIPTION	ITEM NUMBER	ATTACHED (YES / NO OR N/A)
1.	**Application by the consultant or land parcel owner**	**Attached as Annexure 1**	YES
2.	**Site details** a. **Locality and detailed sketch plan** (illustration of the whole Swakopmund Municipal boundary in relation to the concerned site). b. **Land parcel number (s)** allocation by the Office of the Surveyor General.	**Attached as Annexure 2A,** **&** ~~**Annexure 2B**~~ N/A	YES
3.	**Conditions to be registered** (if applicable)	**Attached as Annexure 3**	YES
4.	**Special power of attorney,** including revenue stamps with relevant initials.	**Attached as Annexure 4**	YES
5.	**Closure or environmental clearance certificate** (if applicable)	**Attached as Annexure 5**	N/A
6.	**Previous Board approval** (URPB)	**Attached as Annexure 6**	N/A
7.	**Roads Authority approval together with the sketch plan indicating access point (s)**	**Attached as Annexure 7**	N/A
8.	**Legal entity ownership** a. **Copy of the Founding Statement (cc1/2)** (if registered in the name of a Close Corporation),	~~**Attached as Annexure 8A**~~	N/A
	b. **Copy of the Company Resolution** (if registered in the name of a Company)	**Attached as Annexure 8B**	YES
9.	**Copy of the Title Deed or Certificate of Registered Title**	**Attached as Annexure 9**	YES
10.	**Conditions of establishment attached to all copies.**	**Attached as Annexure 10**	N/A

Instruction: *Support document and information must be attached to the application in the order as appears on the checklist.*

Note: *Any relevant additional document not listed on the checklist should be attached after item number 10. Four (4) original colour and an electronic version of the application should be submitted at the same time. Township establishment applications must be submitted with three (3) A0 colour layout plans and an erven listing.*

22·03·07·469
E 469
E 180

Du Toit
TOWN PLANNING CONSULTANTS

1st Floor Bridgeview Offices & Apartments, No 4 Dr Kwame Nkrumah Avenue, Klein Windhoek, Namibia
P O Box 6871, Ausspannplatz, Windhoek, Phone: +264 61 248010, Mobile: +264 81 835 2021, Email: dorette@dutoitplan.com

Enquiries: T Tjitemisa
Tel: +264 81 416 6169
Ref: 469 & PtnD 180_cnl

The Chief Executive Officer
Municipality of Swakopmund
P O Box 53
SWAKOPMUND

RECORDS & ARCHIVES
25 JUN 2026
MUNICIPALITY OF SWAKOPMUND

23 June 2026

For attention: Mr. John Heita

Dear Mr. Heita,

APPLICATION FOR CONSOLIDATION OF ERVEN 469 AND PORTION D OF ERF 180, SWAKOPMUND INTO CONSOLIDATED ERF X

Application is herewith submitted on behalf of the owners of the Erven 469 and Portion D of Erf 180, the Directors of Acacia Properties (Pty) Ltd, to the Swakopmund Municipality and the Urban and Regional Planning Board for the:

- Consolidation of Erven 469 and Portion D of Erf 180, Swakopmund into Consolidated Erf X

All necessary annexures, as required by the Swakopmund Municipality are attached.

1. INTRODUCTION AND BACKGROUND

The project erven are registered under the ownership of Acacia Properties (Proprietary) Limited. Copies of the Title Deeds are provided as annexures.

The Special Powers of Attorney, authorizing Du Toit Town Planning Consultants to handle the consolidation, are included as annexures. Additionally, the Company registration document is also attached.

2. ERVEN INFORMATION

2.1. Locality and size

Erf 469 and Portion D of Erf 180 are located in Swakopmund, within the established central business district (CBD). The properties are situated along Sam Nujoma Avenue, a prominent east–west route providing direct access through the town centre.

The erven are positioned between Daniel Tjongarero Avenue to the north and Sam Nujoma Avenue to the south, with Lüderitz Street located immediately to the east.

The surrounding street network ensures good accessibility and connectivity to the broader CBD and surrounding neighbourhoods. The erven are centrally located within walking distance of key services and facilities, and benefit from their position along a well-established transport route. The surrounding development pattern and infrastructure make the site well-suited for continued urban use and potential intensification.

Erf 469 is 1125m² in extent, while Portion D of Erf 180 is 1313,43m² in extent

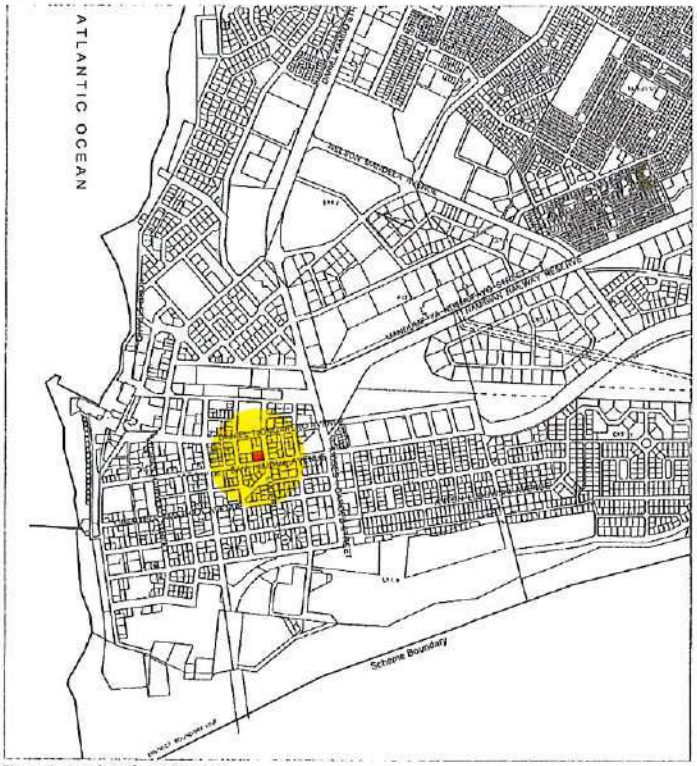


Figure 1 : Locality of project erven

2.2. Zoning, surrounding and current land use

Erven are both presently zoned as 'business' in terms of the Swakopmund Zoning Scheme.



The erven are fully developed and utilised for commercial purposes, currently accommodating Nictus Swakopmund, a well-established retail business. The existing development consists of permanent buildings covering a substantial portion of the site.

The layout and scale of development are consistent with typical CBD business properties, with buildings oriented towards the street and designed to maximise accessibility and visibility. The Erven enjoys prominent exposure along Sam Nujoma Avenue and Lüderitz Street, enhancing its commercial viability.

The surrounding area is characterised by a mix of retail, office, and service-related businesses, forming part of the established commercial core of Swakopmund. The existing use of the properties is therefore fully compatible with the surrounding land uses and zoning.



Figure 2: Google maps screenshot of Erven 469 and D/180 and surrounding activities



Figure 3: Google Streetview in northerly direction



Figure 4: Google Streetview in a southerly direction

3. REGISTERED CONDITIONS

The standard conditions are registered against all both project erven. There are no conditions registered against Erf 469, Swakopmund as per Deed of Transfer T8426/2002 (attached as an annexure).

The conditions registered against Erf Portion D of Erf 180, Swakopmund are contained in Deed of Transfer T5792/2012(attached as an annexure). The old title conditions are still registered against

Erf D/180 relating to the used of the erven before the promulgation of the first Swakopmund Zoning Scheme.

The standard zoning scheme conditions should be registered against the Consolidated Erf X upon registration. The standard zoning scheme conditions are attached.

4. PROPOSAL

The client intends to continue to operate the business on a single Erf spanning the entirety of both erven, to facilitate the operation of Nictus Swakopmund. To enable this, the client seeks approval for the consolidation into a single erf. See image below indicating the consolidation of the erven into Erf X. The plan is further attached as **Annexure C2.**

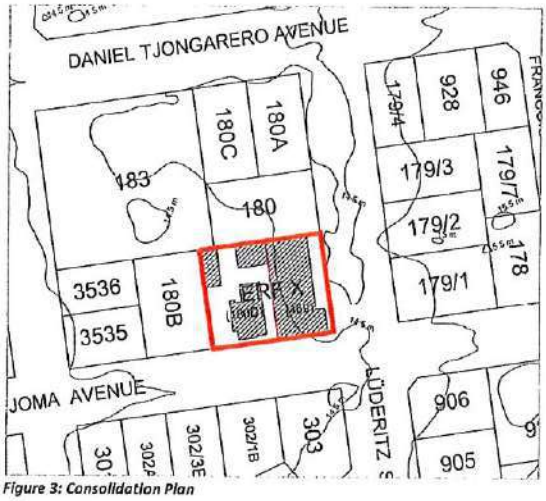


Figure 3: Consolidation Plan

The Consolidated Erf X will be 2438,43m² in extent.

5. MOTIVATION (need and desirability)

Both erven are already zoned "Business" and are developed and utilised as a single functional commercial property occupied by Nictus Swakopmund. The proposed consolidation will therefore formalise the current situation on site. The consolidation will not result in any change in land use rights or additional development.

Instead, it will:

- Align the cadastral layout with the existing operational use of the property
- Improve the efficient management and functioning of the business
- Eliminate internal property boundaries that have no practical relevance to the current use

Given the locality of the Erven within the CBD of Swakopmund, and its established use as a retail and commercial facility, the consolidation is considered appropriate and in line with sound planning principles.

No negative impacts on surrounding properties are anticipated, as the use, scale, and intensity of development will remain unchanged.

In summary, the proposal is administrative in nature and aims to formalise and streamline an already established commercial operation, without altering the character or functioning of the area.

6. ACCESS AND PARKING

6.1 Access

Portion D of Erf 180 currently obtains access from Sam Nujoma Drive, while Erf 469 obtains access from Lüderitz Street. The consolidated Erf X will maintain both access points.

6.2 Parking

No parking layout is provided as the Consolidated Erf X. With the submission of the building plans for the warehouse, all the parking as per requirements from Swakopmund Municipality will be provided.

7. ADVERTISING PROCEDURE AND COMMENTS

Notice of the application will be given to the prescribed persons as well as the general public upon receipt of the complete application by Council in terms of section 105 (Section 107, subsection (1)) of the recently promulgated Urban and Regional Planning Act, 2018 (Act 5 of 2018).

8. CONCLUSION

The consolidation aligns the cadastral layout with the current operational use of the property, promotes efficient land administration, and supports the continued functioning of an established business within the CBD. The surrounding area is characterised by similar commercial activities, and the proposal remains fully compatible with the existing urban fabric. No adverse impacts on adjoining properties or municipal infrastructure are anticipated, as the scale and nature of the development will remain unchanged.

In light of the above, the application is regarded as sound from a town planning perspective, and approval of the consolidation is respectfully recommended.

9. APPLICATION

Application is herewith made that:

9.1 Erven 469 and Portion D of Erf 180, Swakopmund be consolidated into Consolidated Erf X (2438m²)

9.2 The standard zoning scheme conditions be registered against Consolidated Erf X simultaneously with transfer.

10. LIST OF ANNEXURES

Please find attached 4 copies of the following:

Annexure	1:	Consolidation Application Form
Annexure	2A:	Locality Plan Consolidation Plans Copy of Erf Diagram
Annexure	3:	Conditions to be registered
Annexure	4:	Special Power of Attorney
Annexure	BB:	Company registration documents
Annexure	91:	Copy of Title Deed – Erf 469, Swakopmund
Annexure	92:	Copy of Title Deed – Portion D of Erf 180, Swakopmund

Based on the above motivation, it is trusted that Council will favourably consider this application. Should you need additional information, do not hesitate to contact our office.

Kind regards

Dorette Opperman

FORM 7 OF ANNEXURE 4

MINISTRY OF URBAN AND RURAL DEVELOPMENT
NOTICE OF INTENTION TO APPLY FOR SUBDIVISION OF LAND
TO WHOM IT MAY CONCERN

Please take note that **DU TOIT TOWNPLANNING CONSULTANTS**
(full names of applicant)

intends to apply to **SWAKOPMUND MUNICIPALITY**
(authorised planning authority or other local authority or to the Board*)

for consent to ~~subdivide~~ or consolidate
ERVEN 469 AND PORTION D OF ERF 180, SWAKOPMUND
(full description of land concerned, e.g. erf number, street address and urban area)

into **CONSOLIDATED ERF X (± 2438,43m²)**

Please further take note that -

(a) the plan of the land lies for inspection at room ..... of the offices of the authorised planning authority other local authority or the Board;*

(b) any person having objections to the subdivision concerned or who wants to comment, may lodge such objections and comments, together with the grounds, in writing with the authorised planning authority or other local authority or the Board* and with the applicant within 14 days of the last publication of this notice.

The recommendation of the authorised planning authority or other local authority or the Board*, if any, and any conditions determined by it with regard to the subdivision are as follows:

.....

.....
Signature of applicant

23/06/2026
Date

Address of applicant: **1st Floor, Bridgeview building, Dr Kwame Nkrumah Avenue, Klein Windhoek**

* Delete whichever is not applicable.

FORM 8 OF ANNEXURE 4

MINISTRY OF URBAN AND RURAL DEVELOPMENT

APPLICATION FOR SUBDIVISION OF LAND

NB: Applicants are requested to complete this application form carefully and give sufficient particulars, as failure to do so may lead to unnecessary correspondence which may delay the final decision on the application.

TO: The Secretary*
Urban and Regional Planning Board
Private Bag 13289
Windhoek

1. Full names and residential and postal address of applicant:

Du Toit Town Planning Consultants
P O Box 6871
Ausspannplatz
WINDHOEK

2. Land Owner

ACACIA PROPERTIES (PROPRIETARY) LIMITED (Reg No. 2002/404)
Directors: Philippus Johannes De Witt Tromp and Wilmar Opperman Fourie

(Attach a power of attorney if land owner is not applying personally.)

3. Registered name(s) and number(s) of the land:

ERVEN 469 SWAKOPMUND
PORTION D OF ERF 180, SWAKOPMUND

4. Approximate sizes of the land and new portions:

Erf No	Size
Erf 469	1125m²
Portion D of Erf 180	1313,43m²
TOTAL	**2438,43m²**

5. Is the land situated within an approved local authority area or outside an approved local authority area:

Inside

6. The reasons for the proposed consolidation*:

See letter attached

7. If buildings are to be erected, for which purpose(s) will they be used?

Business buildings

8. In what manner, and by whom, will water, electricity, storm water drainage, streets and sewerage be supplied to the relevant portions of land?

Connected to existing Municipal services

9.1 What is the zoning (zoning scheme)?

'business' with a bulk of 2.0

9.2 What is the proposed minimum building value of the main building, excluding the outbuildings, on each portion of land?

Equal Municipal valuation of the erf

10. If access is to be taken from a public road, has permission been obtained from the Roads Authority?

n.a

11. Is any portion of the land situated within 100 metres from the median of a building or restriction road?

No

12. Is the consolidation with other portions of land intended?

Yes – Erven 469 and Ptn D of Erf 180, Swakopmund

13. Motivate the proposed new boundaries, in particular any unusual boundaries:

The new boundary of the Consolidated Erf constitute the cadastral boundaries of the two erven

14. Motivate the size of the new erven or portions of land in relation to the surrounding areas:

The size of the Consolidated property is similar to other large business properties in the vicinity.

15. If buildings will lie within 3 metres of a proposed boundary, submit the comments of the authorised planning authority or other local authority or the Board;* as well as proposals for a fire wall and fire prevention methods.

Any building plans submitted will be in accordance with the building regulations of the Municipality of Swakopmund

16. If a new street or portion of a street is created which is to be transferred to the authorised planning authority or other local authority, submit the comments of the authorised planning authority or other local authority or the Board* regarding who will be responsible for the design and construction of the street.

n.a

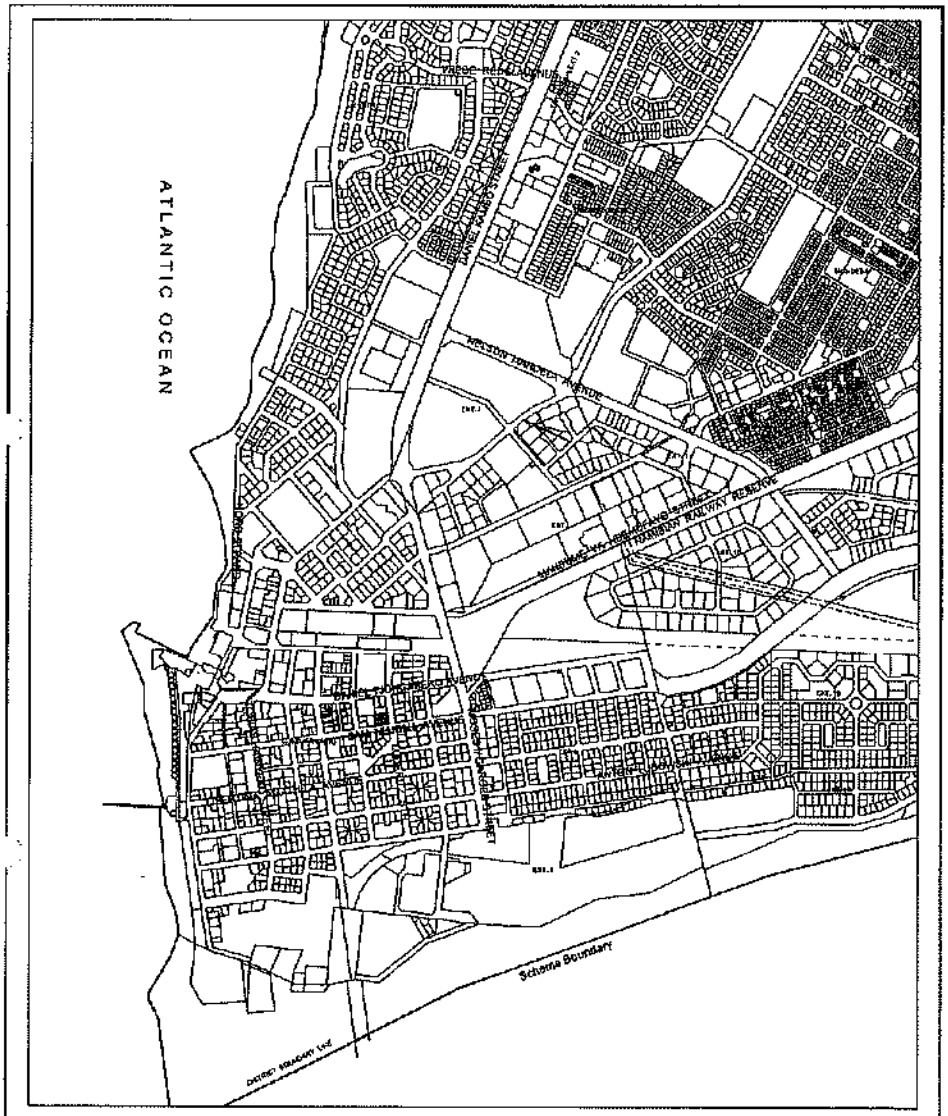
17. If any closure of a street or open space is involved, has all the necessary legal procedures been followed? Yes ☐ No ☐

n.a

Signature of applicant

23/06/2026
Date

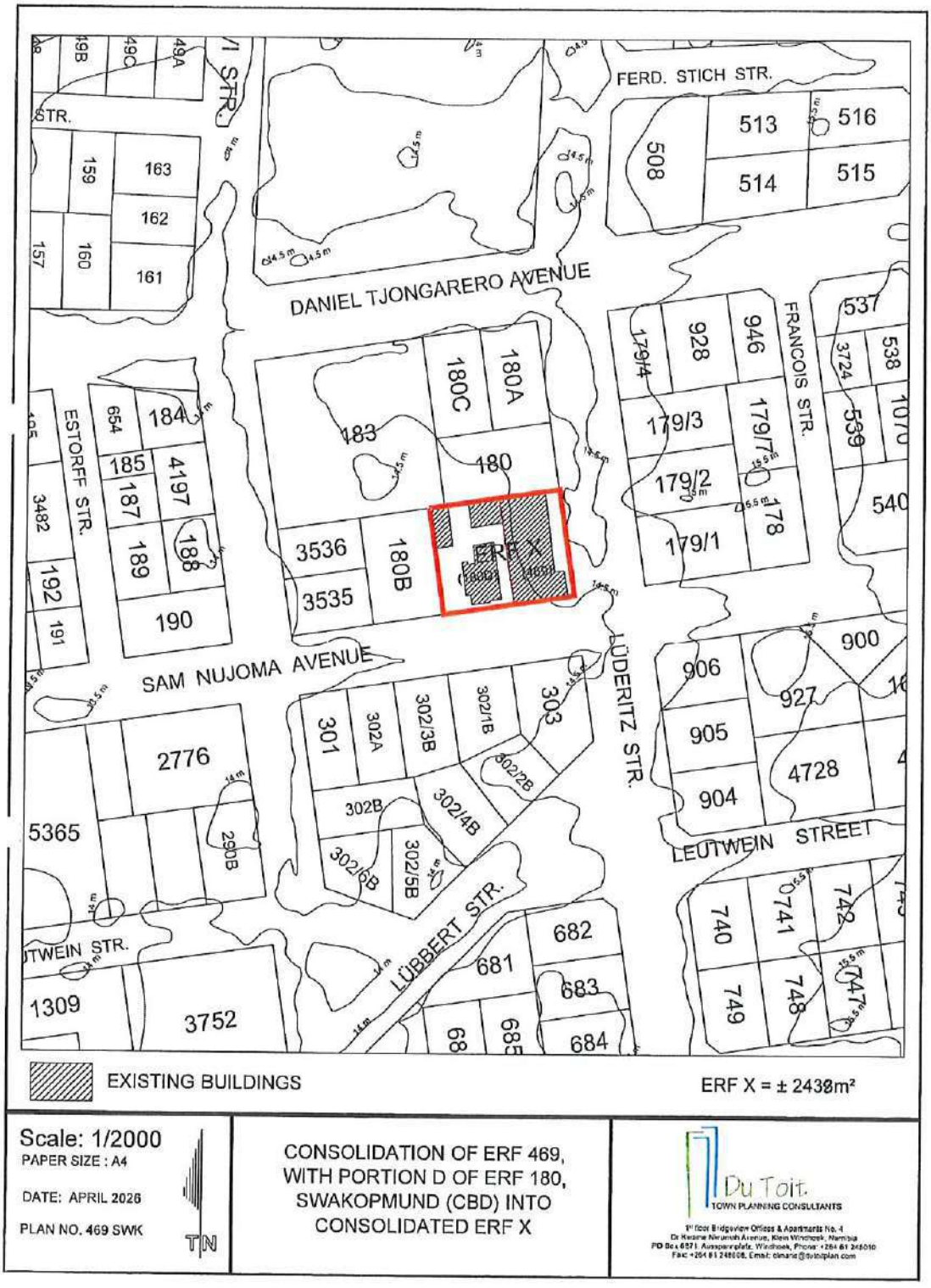
* Delete whichever is not applicable.

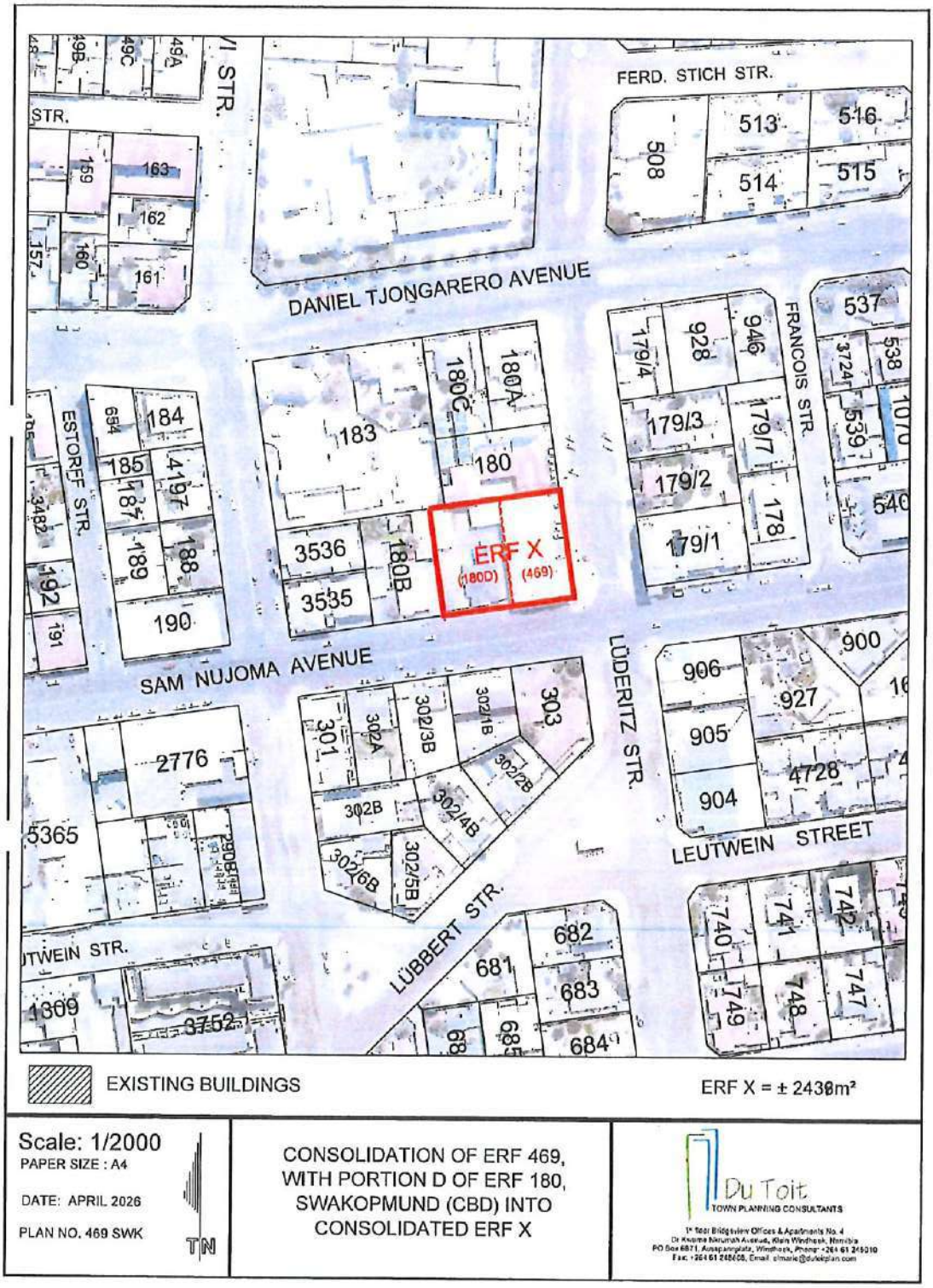


Scale: 1/2000
PAPER SIZE : A4
DATE: APRIL 2026
PLAN NO. 469 SWK

LOCALITY PLAN OF ERVEN 469, AND PORTION D OF ERF 180, LUDERITZ STREET, SWAKOPMUND (CBD)

Du Toit
TOWN PLANNING CONSULTANTS

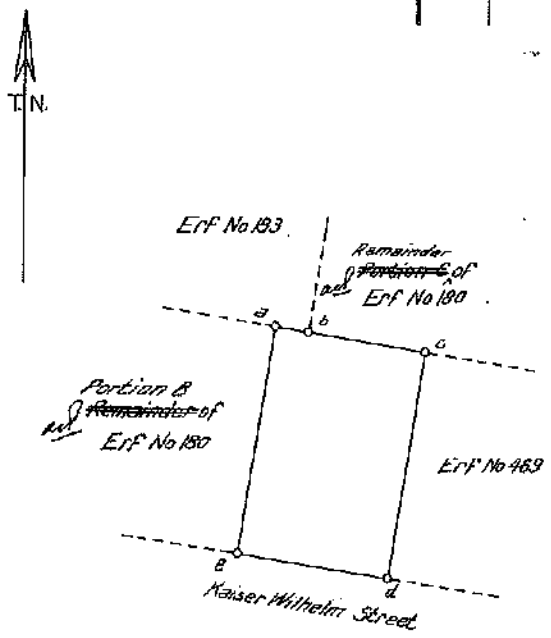

FERD. STICH STR.
DANIEL TJONGARERO AVENUE
SAM NUJOMA AVENUE
ESTORFF STR.
FRANCOIS STR.
LÜDERITZ STR.
LÜBBERT STR.
LEUTWEIN STREET
ERF X
EXISTING BUILDINGS
ERF X = ± 2438m²
Scale: 1/2000
PAPER SIZE : A4
DATE: APRIL 2026
PLAN NO. 469 SWK
TN
CONSOLIDATION OF ERF 469, WITH PORTION D OF ERF 180, SWAKOPMUND (CBD) INTO CONSOLIDATED ERF X
Du Toit.
TOWN PLANNING CONSULTANTS


FERD. STICH STR.
DANIEL TJONGARERO AVENUE
SAM NUJOMA AVENUE
ESTORFF STR.
FRANCOIS STR.
LÜDERITZ STR.
LEUTWEIN STREET
LÜBBERT STR.
ERF X
(180D)
(469)
EXISTING BUILDINGS
ERF X = ± 2438m²
Scale: 1/2000
PAPER SIZE : A4
DATE: APRIL 2026
PLAN NO. 469 SWK
TN
CONSOLIDATION OF ERF 469, WITH PORTION D OF ERF 180, SWAKOPMUND (CBD) INTO CONSOLIDATED ERF X
Du Toit
TOWN PLANNING CONSULTANTS

Form 6. Diagram Form for a Portion of an Erf or Lot in a Township.

S. G. No. A. 127/38

Sides	m.	Angles	° ′ ″
ab	6.68	a	90 01 40
bc	29.98	b	180 00 00
cd	44.16	c	89 57 20
de	29.75	d	90 00 40
ea	44.14	e	90 00 20



Scale 1: 1000

The above Figure lettered a.b.c.d.e represents — Hectares 13 Ares 13 Sq. Metres 43 Sq. decimetres of Land being portion D of Erf No. 180 in the Township of Swakopmund SOUTH WEST AFRICA as appears on Diagram S. G. No. A. 127/38 framed by Surveyor H. Drinkuth in May 1938 relating to ~~Deed of~~ Government Grant No. 82/1938 dated 21.9.1938

Bounded as indicated above.

The angular points have been properly defined on the ground according to regulations,

Surveyed in May 1938 by me

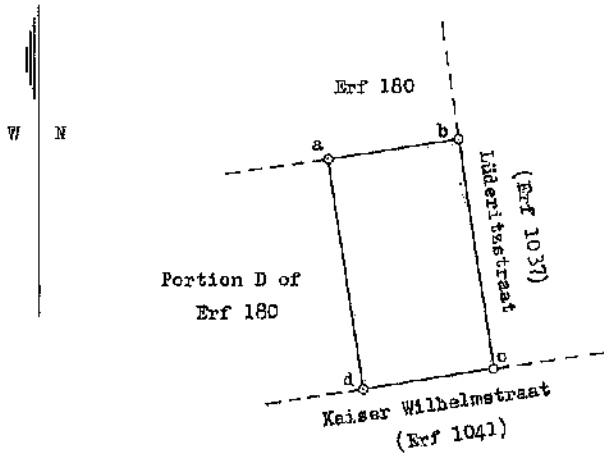
H. Drinkuth.
Land Surveyor.

File No.	Examined	This Diagram ... to ...
	Approved	No. ... Registered ...

STAATSGRONDKAART
STATE LAND DIAGRAM

L.G.-AFSKRIF
S.G. COPY
Nr. A 488/67
GOEDGEKEUR
LANDMETER-GENERAAL.
21/11/67

	Sye m		Rigtingshoeke ° ′ ″
ab	25.48	ab	261 39 00
bc	44.13	bc	351 39 30
cd	25.49	cd	81 40 00
da	44.13	da	171 40 20



SKAAL 1: 1000

Die figuur a.b.c.d. stel voor

Hektaar 1125 Vierkante meter grond, synde

Erf Nr. 469

~~voorheen Perzelle~~ ~~Vel~~

geleë in die Dorp Swakopmund SUIDWES-AFRIKA.

Die oorspronklike kaart, Nr. A. is aangeheg by Nr. gedateer	Hierdie kaart is aangeheg by Nr. geregistreer op

IN FAVOUR OF THE LOCAL AUTHORITY

Conditions to be registered against new erf

A. The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act 2018 (Act 5 of 2018).

B. The building value of the main building, excluding the outbuilding to be erected on the erf shall be equal the municipal valuation of the erf.

NAMIBIA REVENUE NAMIBIA REVENUE

SPECIAL POWER OF ATTORNEY

We, the undersigned

PHILIPPUS JOHANNES DE WITT AND WILMAR OPPERMAN FOURIE

In our capacity as the directors of

ACACIA PROPERTIES (PTY) LTD, the owner of Erven 469 and Portion D of Erf 180, Swakopmund

do hereby nominate, constitute and appoint

DU TOIT TOWN PLANNING CONSULTANTS

with power of Substitution, to be my lawful Agent in my name, place and stead, to make the necessary application to the SWAKOPMUND MUNICIPALITY and the MINISTRY OF URBAN AND RURAL DEVELOPMENT for the:

CONSOLIDATION OF ERVEN 469 AND PORTION D OF ERF 180, SWAKOPMUND INTO CONSOLIDATED ERF X

at the cost of the applicant and generally for effecting the purpose aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes I might or could do if personally present and acting hereon – hereby ratifying, allowing and confirming all and whatsoever my said Agent shall lawfully do or cause to be done by virtue of these present.

Signed at Windhoek the 13th day of June 2025, in the presence of the undersigned witnesses.

WITNESSES

1

2

1

2

DIRECTOR

DIRECTOR

COPY

Form CM 29

REPUBLIC OF NAMIBIA

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Sections 224(2), 284, 328(1), 331(1) and 333(1)) (Regulation 46(1))

CM29

CONTENTS OF REGISTER OF DIRECTORS, AUDITORS AND OFFICERS

Business and Intellectual Property Authority -
Business Registration office
PO Box 186
WINDHOEK
NAMIBIA
Tel: +264 61 2994400
Email: info@bipa.na

Registration Number of Company
2002/404

N$ 20,00 fee payable in terms of the Act and as set out in the regulations

Name and postal address of Company: Acacia Properties (Pty) Ltd

Return of particulars as at: 17/09/2021

VERITAS
PRESENTERMSKAMER (PTY) LTD
Reg. no. 97/647/07

I, WH Boshoff
(name of director of officer)

state that, the written consent of the directors or officers whose names appear in this return have been obtained on a duly completed form CM 27, the directors or officers are not disqualified under section 225.

Signed

Date: 17/09/2021

A. Directors

KEY TO PERSONAL PARTICULARS REQUIRED	PERSONAL PARTICULARS
1. Surname	TROMP
2. Full forenames	PHILIPPUS JOHANNES DE WITT
3. Former surname and forenames	
4. Identity number or, if not, available, date of birth and Passport number	Year 75 Month 12 Day 05 — 10 31 10
5. (a) Date of appointment	01/10/2010
(b) Designation	DIRECTOR
6. Residential address	15 SANDERSBURG STREET WINDHOEK NAMIBIA
7. Business address	NICTUS BUILDING 140 MANDUME NDEMUFAYO AVE SOUTHERN INDUSTF
8. Postal address	PO BOX 86586 WINDHOEK NAMIBIA
9. Email address	PJTROMP@NICTUS.COM.NA
10. Contact number	+264-81-127-3712
11. Nationality (If not Namibian)	NAMIBIAN
12. Occupation	BUSINESSMAN
13. Resident in Namibia (Yes or No)	YES
14. Nature of change in 1 to 5 above and date	NO CHANGE

Copyright: Business and Intellectual Property Authority, Namibia

FOR KEY TO PARTICULARS, SEE PAGE 1

Registration Number of Company
2002/404

1. FOURIE	1.
2. WILMAR OPPERMAN	2.
3.	3.
4. Year 7 6 Month 0 1 Day 1 6 1 0 3 3 7	4. Year Month Day
5.(a) 25/08/2021	5.(a)
(b) DIRECTOR	(b)
6. 44 KUISEB STREET EROS WINDHOEK	6.
7. NICTUS BUILDING 140 MANDUME NDEMUFAYO AVE WINDHOEK	7.
8. PO BOX 9161 EROS WINDHOEK	8.
9. WFOURIE@NICTUS.COM.NA	9.
10. +264811283997	10.
11. NAMIBIAN	11.
12. CONSULTANT	12.
13. YES	13.
14. APPOINTED 25/08/2021	14.

1.	1.
2.	2.
3.	3.
4. Year Month Day	4. Year Month Day
5.(a)	5.(a
(b)	(b)
6.	6.
7.	7
8.	8.
9.	9.
10.	10.
11	11
12.	12.
13.	13.
14.	14.

Copyright: Business and Intellectual Property Authority, Namibia

Registration Number of Company
2002/404

B. AUDITOR

1. Name SGA REGISTERED ACCOUNTANTS & AUDITORS,CA(NAMIBIA)

2. Date of appointment 01/11/2019

3. Nature of change in 1 and 2 above and date. 01/11/2019
NO CHANGE

Perforated *(To be completed by company)*

Return of particulars of company's register of directors, auditors & officers

CM29

Dated 25/08/2021

Name of company ACACIA PROPERTIES (PTY) LTD

Postal address PO BOX 755, WINDHOEK, NAMIBIA

Email address pro@veritas.com.na

Date received

Date stamp of Business Registration Office

Copyright: Business and Intellectual Property Authority, Namibia

PREPARED BY ME:

CONVEYANCER
LOUW T J A

ORIGINAL
STAMPED:
DUTY N$ 18,000
FEES

469

19 AUG 2012

LODGED BY:

T J A LOUW
THEUNISSEN, LOUW & PARTNERS
4th Floor, Nimrod Building
Kasino Street, WINDHOEK

DEED OF TRANSFER T 8426 / 2012

Be it hereby made known:

That **TOBIAS JOHANNES ADRIAN LOUW**

appeared before me, Registrar of Deeds

DEPUTY

at **WINDHOEK**

he, the said Appearer, being duly authorised thereto by a Power of Attorney

granted to him by

FOR INFORMATION ONLY
COUNTER

HANS DIETMAR VICTOR FRIEDRICH FLEISS
Born on 20 December 1952
Married out of community of property

dated the 19th day of September 2002, and signed at Windhoek

And the said Appearer declared that

His Principal had truly and legally sold on the 21 April 2002

and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

PUPKEWITZ PROPERTY (SWAKOPMUND)
(PROPRIETARY) LIMITED
Company number 2002/404

Its Successors in Title, or Assigns

CERTAIN: Erf no. 469 SWAKOPMUND

SITUATED: In the Municipality of Swakopmund

REGISTRATION DIVISION " G "

MEASURING: 1125 (ONE ONE TWO FIVE) Square metres

FIRST registered by Government Grant no. 36/1968 and General Plan o. A459/67 relating thereto and held by Deed of Transfer no. T2[illegible]/1993

FOR INFORMATION ONLY
COUNTER

Wherefore the Appearer, renouncing all the Right and Title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE.

Its Successors in Title, or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, The State, however, reserving its rights, and finally acknowledging the purchase price to the sum of N$1 250 000,00

Signed at WINDHOEK, on 12 DEC 2002 together with the appearer, and confirmed with my seal of office.

Signature of appearer

In my presence,

Registrar of Deeds.

1. Transfer Duty Receipt No. 303025636
   Issued at Walvis Bay
   on 24.10.2002 for
   N$ 20400,00

Checked 1. _____ 2. _____

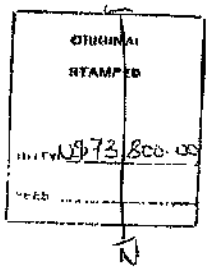
FOR INFORMATION ONLY COUNTER

2. I, the undersigned,
   TOBIAS JOHANNES ADRIAN LOUW
   hereby certify in terms of Section 78 of Act 33/1992 that all rates, fees or charges leviable in respect of the immovable property contained in this Deed have been paid up to and including the date of registration thereof.

T J A LOUW (CONVEYANCER)

*Delete which is not applicable.

If necessary, insert a Registrator Clause etc. approved by the Registrar.



Prepared by me:

CONVEYANCER
KOTZE W C

D1860

T 5792 2012

DEED OF TRANSFER

Be it hereby made known:

THAT **BEATE KAREN LOCH**

appeared before me, Registrar of Deeds at WINDHOEK he/she, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by

HANS-JÜRGEN HERMANN KOLZING
(Identity Number: 490717 0072 0)
UNMARRIED

dated the 17th day of AUGUST 2012, and signed at SWAKOPMUND

FOR INFORMATION ONLY
COUNTER

And the said Appearer declared that his/her Principal had truly and legally sold on the 1st day of AUGUST 2012

and that he/she in his/her capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

ACACIA PROPERTIES (PROPRIETARY) LIMITED
(Company Number: 2002/404)

its Successors in Title or Assigns,

CERTAIN: PORTION D OF ERF NO. 180 SWAKOPMUND

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 1 313,43 (ONE THOUSAND THREE HUNDRED AND THIRTEEN COMMA FOUR THREE) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer No. T 148/1939 with Diagram relating thereto and held by Deed of Transfer No. T 3131/2000

A. **SUBJECT** to the following conditions created in Deed of Grant No. 82/1938 dated 21 September 1956 and registered on 17 October 1956, namely:

That the land shall be subject to such township regulations, stipulations and laws as already exist or may hereafter be passed by the Legislature; that the said land shall be further subject to all obligations and regulations which already exist or may be later established with reference to land granted on similar conditions; and that the owner shall be liable to the prompt payment of such taxes as are payable according to law.

FOR INFORMATION ONLY
COUNTER

B. **SUBJECT FURTHER** to the following additional condition imposed by the Council of the Municipality of Swakopmund for its benefit, and created in the said Deed of Transfer No. T148/1939, namely:

The said erf shall be used for residential purposes only and not more than one dwelling house with the necessary outbuildings and appurtenances shall be erected thereon.

WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE, its Successors in Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of N$6 150 000.00.

Signed at WINDHOEK on 29 OCT 2012

together with the appearer, and confirmed with my seal of office.

In my presence,

Registrar of Deeds.

Signature of Appearer

---

1. Transfer Duty Receipt No.
OR Exemption Certificate: 104308022
Issued at WINDHOEK
On 15 OCTOBER 2012
for N$738 000.00

Checked: 1. Anamwaa

2. _____

2. I, the undersigned, WILLEM CAREL KOTZE hereby certify in terms of Section 78(a) of Act 23/1992 ("the Act") that all rates leviable in respect of the immovable property contained in this Deed, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) of the Act, have been paid up to and including the date of registration thereof.

CONVEYANCER

FOR INFORMATION ONLY
COUNTER

11.1.27 **HOLLARD INSURANCE: PARTNERSHIP AND BRANDING AGREEMENT, TRANSFORMATION OF THE OLD SKATING RING AREA (YELLOW BUS AREA) INTO A COMMUNITY SPORTS, RECREATION & VENDING PARK**
(C/M 2026/10/29 - 15/2/4/3)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.12,** page **173,** refers.

A. This item was submitted to the Management Committee for consideration:

1. Purpose

To inform Council of (a) the Partnership and Branding Agreement concluded with Hollard Insurance Company of Namibia Limited ("Hollard") on 25 July 2025; (b) the Municipality's request of 2 September 2026 for a once-off capital investment of N$300,000.00 towards the upgrade of the Old Skating Ring (Yellow Bus) Area into a Community Sports, Recreation and Vending Park; (c) Hollard's proposed Addendum 1 to the Agreement (draft V5); and (d) the recordal of the meeting held with Hollard on 21 September 2026, and to request Council's approval for acceptance and signature of the Addendum, subject to the issues identified in this submission being addressed.

The current agreement with Messrs Hollard Insurance provides the framework (annual support for the beach walkway in exchange for branding). The request from the Office of the CEO of 2 September 2026 asked Hollard for a further once-off capital contribution and itself suggested that this could be formalized through a written, signed variation of the Agreement. Hollard's draft Addendum 1 does exactly that: it grants the full N$300,000.00 requested, extends the Branding Period by three years, and records the continuing annual support. At the meeting of 21 September 2026, Hollard confirmed the N$300,000 but agreed to pay it directly to approved service providers rather than to the Municipality, and both Parties aimed for substantial completion before the December 2026 holiday season.

Key point	***Position***
Existing Agreement	*Signed 25 July 2025. Branding Period 1 Aug 2025 to 31 Jul 2028. N$150,000.00 per year (excl. VAT). Value over the term: N$450,000.00 (excl. VAT).*
Funding request	*Once-off N$300,000.00 for terraced seating, interlocking paving, four vendor seating areas and related works at the Old Skating Ring Area. Estimates are preliminary; a technical assessment and quantified costing are still outstanding.*
Proposed Addendum 1	*Extends the Branding Period to 31 Jul 2031 (6 years in total); confirms N$150,000.00 per year; adds once-off N$300,000.00 (excl. VAT); adds a Council undertaking on branding no less favourable than the original; provides for a further 5-year renewal by mutual written agreement.*
Meeting of 21 Sept 2026	*Hollard confirmed the N$300,000 (including branding of the area and of the Volleyball Court); payment goes directly to approved service providers, not to the Municipality; the Addendum runs concurrently with the Agreement for the remaining two years plus a further three-year renewable extension; project profile due 25 Sept*

Key point	Position
	2026; completion targeted before December 2026.
Value, as intended	N$450 000,00 (3 x N$150 000,00) annual support over six years plus N$300,000.00 once-off = **N$750,000.00 (excl. VAT)**.
Value, as currently drafted	Clause 3.1(a) limits annual support to "a period as per the Original agreement". Read literally, annual support stops on 31 Jul 2028 while the branding obligations run to 2031: N$450,000.00 + N$300,000.00 = **N$750,000.00 (excl. VAT)**.

2. The Existing Partnership and Branding Agreement

2.1 Purpose and term of the signed agreement

Council approved Hollard's financial and branding offer for the beach walkway from the Mole to Platz Am Meer. The Branding Period is three years, from 1 August 2025 to 31 July 2028 (clause 3.1.4).

2.2 Obligations of Council

Clause	Obligation
5.1.1	Ensure Hollard's branding is visible and prominent along the entire walkway, in line with specifications agreed in writing.
5.1.2	Use the financial contribution for the upkeep and preservation of the beach walkway.
5.1.3	Provide other means or platforms reasonably requested by Hollard, where Council has capacity and both Parties agree in writing.
5.2	Prioritize the Hollard partnership. If a competitor offers similar services or branding in the same area, consult Hollard in good faith first and give its views due consideration.
5.3	Keep Hollard's branding prominent relative to other insurance partners (size, placement, quantity); competitor branding may not overshadow it.
5.4	On termination, give Hollard timeous access to remove branding without damage; uphold Hollard's good name for the Branding Period and "at all times act in the best interest of Hollard".
5.5	Maintain branded areas to a standard that reflects positively on Hollard and address damage, defacement or obstruction.
5.6	Allow Hollard to inspect on reasonable notice and consider its (non-binding) suggestions in good faith, subject to capacity and resources.
5.7	Endeavour to apply the contribution to general upkeep of the walkway "and other mutually agreed areas" consistent with the Agreement's objectives.

2.3 Hollard's Obligations

- ***Financial support (5.8):*** *N$150,000.00 (excl. VAT) per year for the duration of the Branding Period.*
- ***Payment (5.9):*** *by electronic transfer in August 2025 into the Council's bank account (the account details are not completed in the copy reviewed).*
- ***Branding (5.10):*** *Hollard develops, supplies and implements the branding at its own cost.*

3. Request for Once-off Community Investment

3.1 The request

By letter dated 2 September 2026 (Ref. 15/2/4/3, signed by the Chief Executive Officer; the official stamp is dated 31 August 2026), supported by a "Proposal for Partnership", the Municipality asked Hollard to consider a once-off capital investment of N$300,000.00 towards transforming the Old Skating Ring Area (the Yellow Bus Area) into a Community Sports, Recreation and Vending Park.

3.2 The site and the rationale

The site is on the beachfront and already hosts two beach volleyball courts and three mobile vending stands operated under municipal lease. The proposal builds on these existing activities rather than introducing a new development. The identified gap is a properly designed public environment that connects them: formal seating for spectators, durable surfaces, and customer seating for the vendors that moves informal seating away from the parking area.

3.3 Proposed scope and indicative cost

Component	Proposed intervention	Cost
Terraced seating	*Stepped public and spectator seating (Amphitheatre style)*	*Not itemized*
Interlocking	*Paving of identified public areas*	*Not itemized*
Vendor seating	*Iinterlocked seating areas on the western side of the vending stands*	*Not itemized*
Site preparation	*Levelling, preparation and associated works*	*With MoS internal cost*
Finishing works	*Edging, access and related works*	*Mos internally*
Public-space enhancement	*Associated improvements*	*Not itemised*
TOTAL (indicative)	*Subject to technical assessment, detailed quantities and procurement*	***approx. N$300,000.00***

3.4 Proposed Hollard recognition

The proposal envisages Hollard-branded elements incorporated into the stepped seating, a permanent recognition plaque, selected branded seating elements and a joint community launch on completion. Branding would be integrated into the seating and furniture rather than added as signage, "*visible but not intrusive*", and subject to mutual approval, consistent with the existing branding along the walkway. The concept images in Annexure A also show a branded picnic shelter and branded volleyball nets and ball. The meeting of 21 September 2026 recorded that branding of the transformed area and of the Volleyball Court forms part of the N$300,000.00 contribution.

3.5 Partnership structure offered

Option	Description
1 (preferred)	*N$300,000.00 once-off capital investment.*

3.6 Implementation and governance

Phase	Activity	Indicative Duration	Note
1	*Final concept*	*1 month*	*Finalize layout and extent of seating, paving and vendor areas*
2	*Technical assessment*	*1 month*	*Quantities and specifications; confirms the cost*
4	*Construction*	*2 to 3 months*	*Seating, interlocking, vendor seating*
5	*Branding*	*Parallel to Phase 4*	*Agree and implement Hollard branding elements*
6	*Launch*	*On completion*	*Joint community launch or activation*

The Municipality retains full responsibility for implementation under applicable procurement, technical, governance and approval requirements, and the funds would be applied only to the approved project scope with appropriate oversight and accountability. The meeting of 21 September 2026 has since changed the payment and delivery arrangements

4. Hollard's Proposed Addendum 1

The draft Addendum records the 25 July 2025 Agreement as the "*Original Agreement*", states that all unamended terms remain in force, and provides that, in a conflict, the Addendum prevails. Its operative provisions are set out below with a comment on each.

Clause	Effect	Comment
2	*Extends the Branding Period by 3 years. Clause 3.1.4 is amended to run from 1 Aug 2025 to 31 Jul 2031.*	*Doubles the term to six years. Council's branding obligations (cl. 5.1 to 5.6) extend with it. Certainty is limited because clause 10.2 (60 days' notice, either Party) is unchanged.*
3.1(a)	*Replaces clause 5.8: N$150,000.00 (excl. VAT) per year "for a period as per the Original agreement", used under clause 5.1.2 (walkway upkeep).*	***Critical.** The Original clause 5.8 ran for "the duration of the Branding Period", which would have extended automatically. The new wording can be read as limiting payment to the original three years. No escalation is provided.*
3.1(b)	*Once-off N$300,000.00 (excl. VAT) for the "update" of the Old Skating Ring into a "Community of Sports, Recreation and Vending Park".*	*Matches the full amount requested. No payment date, mechanism or conditions are stated, and it does not reflect the direct-payment arrangement agreed on 21 September 2026. The project name differs from the proposal ("upgrade"; "Community Sports, Recreation and Vending Park").*
3.2	*The "increased contribution" under "section 3.1.2" is effective from the date of signature unless otherwise agreed in writing.*	*The annual amount is not increased; only the once-off sum is new.*

Clause	Effect	Comment
4.1	Hollard continues to receive branding in accordance with clauses 5.1, 5.2, 5.3, 5.5 and 5.6 and the letter request of 2 September 2026.	Incorporates the request letter by reference, which could make the branding proposals in that letter (and the proposal's concepts) enforceable. Clause 5.4 is not listed.
4.2	Council undertakes that Hollard's branding along the walkway stays "substantially aligned with and no less favourable than" the Original Agreement for the period in "section Partnership 2.2".	How permanent integrated branding is handled on termination. – refers to clause 5.4
5	After 31 Jul 2031 the Parties may renew for a further 5 years, by mutual written agreement and satisfactory performance.	An agreement to agree rather than an option. If exercised the relationship would run to 2036.
6	All other terms unchanged; Addendum forms part of the Agreement and prevails in a conflict.	Inherited drafting defects (Section 3.6) would stay unless corrected in the Addendum. Signature blocks are unnamed and undated.

5. Meeting with Hollard held 21 September 2026

5.1 The meeting

A meeting was held on Monday, 21 September 2026 between officials from Hollard and the Municipality of Swakopmund and chaired by the Chief Executive Officer.

5.2 Summary of the outcome of the meeting

Topic	Recorded outcome
Contribution	Hollard confirmed its commitment to a new financial contribution of N$300,000 towards the additional project as per proposal.
Payment method	**The funding will not be paid to the Municipality.** Hollard will pay the approved service providers and suppliers directly. Hollard will coordinate the payment arrangements with them.
Scope	The contribution will include, amongst other works: extension and improvement of the paved areas for vendor spaces; provision and/or improvement of stairs and seating areas; appropriate branding of the transformed area; and branding of the Volleyball Court, in addition to the other project branding.
Framework	The existing Agreement is the guiding framework. The additional works will be documented in Addendum 1 recording the scope, the responsibilities of the Parties, the N$300,000 commitment and direct-payment arrangements, implementation requirements and timelines, and other provisions needed to have effect to the project.
Term	The Addendum runs concurrently with the current Agreement, which is in year 2 of its three-year term. The new commitment is to run for the remaining two years plus a further three-year extension, subject to a renewable clause to be included in the Addendum. Duration is to be dealt with in the Addendum itself.
Project profile	The Municipality to submit the project profile and implementation timelines to Hollard by Friday, 25 September 2026, coordinated by Mr Alden Strauss (Manager: Works). It must set out, per area of scope, the

Topic	Recorded outcome
	works, components, responsible party, resources, proposed service providers, start and completion dates, dependencies and approvals, phases and target dates, and identify works that can run in parallel.
Local providers	*Where practical and appropriate, service providers and suppliers from Swakopmund are to be used.*
Completion target	*Both Parties aim for the project to be substantially completed before the December 2026 holiday season, using parallel activities.*

5.3 Agreed actions

Action	Responsible
Prepare and submit project profile and implementation timelines (by 25 September 2026); identify responsibility for each area of scope	*Municipality: Manager: Works*
Identify works that can run in parallel; identify and engage local service providers; confirm scope and implementation requirements	*Municipality / Hollard*
Prepare the Addendum covering the N$300,000 commitment and scope, running concurrently with the Agreement (remaining two years plus a further three-year renewable extension)	*Hollard*
Coordinate direct payment to approved service providers and suppliers	*Hollard*
Implement paving, stairs/seating and agreed branding; ensure branding includes the Volleyball Court	*Hollard / appointed service providers*
Work towards completion before the December 2026 holiday season	*Municipality / Hollard*

5.4 Comparison between recording/discussions and drafted addendum

The draft addendum was written based on Hollard paying the Council and does not yet carry the outcomes above. The main differences are set out below.

Recorded At The Meeting	Draft Addendum/Hollard Submission	Differences
Direct payment to service providers; nothing paid to Council	*Clause 3.1(b): Hollard "will provide the Council with" the once-off N$300 000,00.*	***Direct conflict.*** *The clause must be rewritten. Clause 4.1(b) also incorporates the 2 September letter, which assumed Council would receive the funds.*
Scope: paving for vendor spaces, stairs and seating, branding of the area and of the Volleyball Court	*Refers only to the "update" of the Old Skating Ring area; scope is found only in the incorporated letter.*	*Scope schedule needed. Volleyball Court branding is not mentioned in the letter or the draft, and the branding of the area is now funded from the N$300,000.*
Runs concurrently; remaining two years plus a further three-year renewable extension	*Clause 2 extends the Branding Period to 31 July 2031 (consistent). Clause 5 gives a further five-year renewal by mutual agreement.*	*Concurrency is not stated. The recordal does not mention the annual N$150,000, so the clause 3.1(a) wording problem remains. Renewal length should be aligned.*
Responsibilities, implementation	*None.*	*Nothing on who contracts, supervises, approves or hands*

Recorded At The Meeting	Draft Addendum/Hollard Submission	Differences
requirements and timelines		over the work, or on the December 2026 target.

6. Financial Implications

Item (excl. VAT)	Original Agreement	Addendum, as intended	Addendum, literal reading
Annual support (N$150,000.00 per year)	3 years: N$450,000.00	6 years: N$900,000.00	3 years: N$450,000.00
Once-off contribution (now paid by Hollard to suppliers)	n/a	N$300,000.00	N$300,000.00
Total	**N$450,000.00**	**N$1,200,000.00**	**N$750,000.00**
Years with branding obligations but no annual support	None	None	Aug 2028 to Jul 2031 (3 years)

- ***No cash to Council for the project.*** *Under the meeting outcome, the N$300,000 does not pass through Council's accounts. The facility will be a contribution in kind that becomes a Council asset. Finance should confirm the accounting treatment (including the asset register), and whether non-cash consideration for branding rights has VAT consequences.*
- ***Annual support.*** *The N$150,000.00 per year (excl. VAT) is still paid to Council. It has no escalation and is used for walkway upkeep. Finance should confirm that the August 2025 and any August 2026 payments were received, as the Agreement fixes only the first payment date.*
- ***Operating costs.*** *The new facility adds maintenance and cleaning responsibilities, and the Agreement requires branded areas to be kept to a standard that reflects positively on Hollard.*
- ***Council commitments.*** *The Municipality carries the cost of technical assessment, supervision and approvals from its own resources.*

ATTACHMENTS

(i) Partnership and Branding Agreement between the Municipal Council of Swakopmund and Hollard Insurance Company of Namibia Limited, signed by Hollard on 25 July 2025

(ii) Letter to Hollard dated 2 September 2026 (Ref. 15/2/4/3): Request for a once-off community investment towards the upgrade of the Old Skating Ring Area, with the "Proposal for Partnership" and Annexure A (concept plan).

(iii) Hollard / Swakopmund Municipality Addendum 1 to the Partnership and Branding Agreement.

(iv) Recordal of the meeting held with Hollard Namibia on 21 September 2026.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council notes the Partnership and Branding Agreement signed on 25 July 2025, the Municipality's request of 2 September 2026, the recordal of the meeting held with Hollard on 21 September 2026, and Hollard's proposed Addendum 1.

(b) That Council supports in principle acceptance of Hollard's contribution of N$300,000.00 (excl. VAT), to be paid directly by Hollard to approved service providers and suppliers, and the extension of the Branding Period to 31 July 2031.

(c) That the Chief Executive Officer is authorized to negotiate and finalize the revised Addendum, and that the Chief Executive Officer (or his delegate) and the Chairperson (or Alternate Chairperson) of the Management Committee are authorized to sign it once Legal Services has confirmed in writing that it is in order and that it stays within the parameters of this resolution.

(d) That Engineering, Urban and Environmental Management completes the technical assessment, approves the specifications, secures the required approvals and supervises the works.

(e) That Finance confirms receipts under the Agreement to date, the accounting and VAT treatment of the contribution in kind, and the recognition of the facility as a Council asset.

(f) That Hollard's branding design at the facility and on the Volleyball Court be referred to the Engineering, Urban and Environmental Management Department for approval.

(g) That the Chief Executive Officer or his delegate engages with Hollard Insurance for a potential annual monetary contribution for the additional extended period.

PARTNERSHIP AND BRANDING AGREEMENT

(hereinafter referred to as the "Agreement")

Entered into by and between

SWAKOPMUND
MUNICIPALITY

THE MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter referred to as the "Council")

Herein represented by **ALFEUS BENJAMIN** in his capacity as Chief Executive Officer, or **MPASI HAINGURA** or **CLARENCE MCCLUNE** or **VILHO KAULINGE** or **LYDIA MUTENDA** or **HELLAO !NARUSEB** in his/her capacity as Acting Chief Executive Officer.

and

WILFRIED GROENEWALD in his capacity as Chairperson of the Management Committee or **ERKKIE SHITANA** in his capacity as Alternate Chairperson of the Management Committee acting by virtue of the authority granted in terms of Section 31 A(a) of the local Authority Act, 1992 (Act 23 of 1992) as amended.

and

Hollard.

HOLLARD INSURANCE COMPANY OF NAMIBIA LIMITED

(hereinafter referred to as the "Hollard")

Herein represented by **RICHARD ASTON** in his capacity as Managing Director, or **LIENTJIE LOWE** or **GRACE MOHAMED** in his/her capacity Executive Committee members.

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1. THE PARTIES

The Parties to the Agreement are:-

1.1 THE COUNCIL FOR THE MUNICIPALITY OF SWAKOPMUND, duly established under the Local Authority, 1992 (Act 23 of 1992) as amended ; and

1.2 HOLLARD INSURANCE COMPANY OF NAMIBIA LIMITED, with Registration Number 2003/049

2. PREAMBLE

2.1 **WHEREAS** the Council, as the owner of the route along the beach walkway, which extends from the Mole up to Platz Am Meer and in compliance with its statutory obligations, wishes to accept the financial and branding offer by Hollard for a period of 3 (three years).

2.2 **AND WHEREAS** Hollard is desirous to provide financial support towards the upkeep of the walkway which extends from the Mole up to Platz Am Meer and to brand the route along the beach walkway, which extends from the Mole up to Platz Am Meer,

2.3 **AND WHEREAS** the Parties are desirous to record the terms of their Agreement in writing and undertake to act in good faith towards each other at all times.

NOW THEREFORE THE PARTIES HERE TO AGREE AS FOLLOWS:

3. DEFINITIONS

3.1 In this Agreement, except in a context indicating that some other meaning is intended:-

3.1.1 "**the ACT**" means the Local Authorities Act 23 of 1992, as amended;

3.1.2 "**Agreement**" means this Agreement including the schedule;

3.1.3 **"Branding Payments"** means cash payments made by Hollard to the Council at the agreed date;

3.1.4 **"Branding Period"** means a period of three years, starting 1 August 2025 and ending 31 July 2028;

3.1.5 **"Business Day"** means a day other than a weekend or a public holiday in Namibia;

3.1.6 "**the Council**" means the Council for the Municipality of Swakopmund, a local authority duly established in terms of the Act and with its Head Office situate at the corner of Daniel Tjongarero and Tobias Hainyeko Streets, Swakopmund, Republic of Namibia;

3.1.7 "**Hollard**" means the Hollard Insurance Company of Namibia Limited, a private company with limited liability, with Registration Number 2003/049, duly incorporated under the applicable laws of the Republic of Namibia;

3.1.8 "**Month**" means a calendar month, and more specifically:

(i) in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month, and

(ii) in any other context, a month of the calendar, that is, one of the 12 months of the calendar.

and "monthly" has the corresponding meaning;

3.1.9 **"Party"** or **"Parties"** means the signatories to this Agreement.

3.1.10 "**the Services**" means the announcement, placement or erection of branding materials by Hollard along the route of the walkway that extends from the Mole to the Platz Am Meer.

4. INTERPRETATION

4.1 Clause headings appear in this Agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter

4.2 Expressions in the singular also denote the plural, and vice versa;

4.3 Words and phrases denoting natural persons refer also to juristic persons, and vice versa;

4.4 Pronouns of any gender include the corresponding pronouns of the other genders

4.5 the word "including", "such as" or similar language shall always be interpreted as not restrictive, as if read with the language "without limitation" or "but not limited to".

4.6 Any provision of this Agreement imposing a restraint, prohibition, or restriction on the Parties shall be so construed that the Parties are not only bound to comply therewith but are also obliged to procure that the same restraint, prohibition, or restriction is observed by any third Party engaged by or acting under the authority or with the consent of the Parties(including Hollard's Affiliates and Permitted Recipients).

4.7 Clause headings that appear in this Agreement are for reference purposes only and shall not be employed in the construction of the subject matter

4.8 Any substantive matter (including substantive rights and obligations) contained in a definition clause shall give rise to substantive rights and obligations

4.9 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

4.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail

4.11 Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

4.12 Where Value Added Tax is payable in respect of any transaction recorded in this Agreement, then the purchase price reflected herein shall be exclusive of such Value Added Tax.

4.13 The terms and conditions of this Agreement are the result of negotiations between the Parties and it is recorded that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

4.14 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause only, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 3.

4.15 This Agreement shall be construed in accordance with the laws of Namibia

5. TERMS OF AGREEMENT

Responsibilities of Council

5.1 The Council shall ensure that:

5.1.1. Holland's branding is visible and prominently showcased along the entire route of the beach walkway, which extends from the Mole up to Platz Am Meer, in accordance with branding specifications agreed in writing between the Parties;

5.1.2. it utilise the financial contribution for the upkeep and preservation of the beach walkway which extends from the Mole up to Platz Am Meer;

5.1.3. any other means or platforms as may be reasonably requested or proposed by Hollard, where the Council has the capacity or ability to render such a service and as agreed to in writing by both Parties.

5.2 The Council shall prioritise its partnership with Hollard. In the event that a partnership opportunity is presented by a competitor of Hollard involving similar services or branding within the same area, the Council shall consult with Hollard in good faith prior to considering or progressing such opportunity. Hollard's views shall be given due consideration in the Council's decision-making process.

5.3 The Council shall ensure that Hollard's branding retains a position of prominence relative to any other insurance partners, particularly in terms of size, placement, and quantity. Any branding along the beach walkway route by competitors of Hollard should not overshadow Hollard's presence in joint promotional or public-facing materials along the beach walkway.

5.4 Upon termination of this Agreement, the Council shall provide Hollard with reasonable and timeous access to remove all branding materials, and shall ensure that no damage is caused to Hollard's materials or goodwill during such process.The Council undertakes to uphold Hollard's good name and reputation in the public domain for the duration of the Branding Period and shall at all times act in the best interest of Hollard.

5.5 The Council shall ensure that the areas containing Holland branding are maintained to a standard that reflects positively on Holland and shall address damage, defacement, or obstruction to the branding

5.6 Holland shall have the right, upon reasonable notice, to visually inspect the condition of the branding along the walkway and may make reasonable suggestions to the Council aimed at supporting the upkeep of the beach walkway and overall appearance of the area where the branding is displayed. Such suggestions shall not be binding and shall be considered by the Council in good faith, subject to its capacity and available resources.

5.7 The Council shall endeavour to apply Holland's contribution towards the general upkeep of the beach walkway and other mutually agreed areas in a manner consistent with the objectives of this Agreement."

Responsibilities of Holland

5.8 Holland agrees to provide the Council with a financial support of N$150 000.00 (One Hundred and Fifty Thousand Namibian Dollars) excluding vat, per year for the duration of the Branding period.

5.9 Holland shall pay the financial support amount to the Council in August 2025 and Payment shall be made by way of electronic transfer into the following bank account in the name of the Council.

5.10 Holland shall develop, supply, and implement such branding at its own cost.

6. INTELLECTUAL PROPERTY

Intellectual property, such as branding of Hollard shall not pass to the Council by virtue of the provisions of this Agreement, nor shall the Council be deemed to have licensed the use of Hollard's logo, name, slogans, or other corporate branding except in accordance with this Agreement.

7. DURATION AND RENEWAL

This Agreement shall commence upon signature by both Parties and shall continue for the duration of the Branding Period. Thereafter be subject to renewal by mutual Agreement by the Parties, to be enforced in writing subject to mutual agreement and satisfactory performance of obligations under this agreement.

8. INDEMNITY

8.1 Hollard indemnifies Council, its officers and employees against all liability, loss, damage, expense or cost which they suffer, sustain or incur as a result of any negligent act or omission by Hollard, its officers or employees in relation to the Services.

8.2 Council indemnifies Hollard, its officers and employees against all liability, loss, damage, expense or cost which they suffer, sustain or incur as a result of any negligent act or omission by Council, its officers or employees in relation to the Services.

8.3 A Party's liability to indemnify will be reduced to the extent to which any loss arises out of any negligent act or omission of the other party, its officers or employees.

8.4 Under no circumstances will either Party be liable to the other Party for any damages if and to the extent caused by the other Party's failure to perform its responsibilities or for any of the following even if informed of their possibility:

8.4.1 loss of, or damage to the branding material,

8.4.2 special, incidental or indirect damages or for any economic consequential damages;

8.4.3 loss of profits, business revenue, goodwill or anticipated savings, and

8.4.4 loss or liability incurred by the parties as a result of a third-party claim.

9. FORCE MAJEURE

Neither of the Parties shall be liable for the failure to perform any of either Party's obligations under this Agreement insofar as it proves that:

9.1 The failure was due to an impediment beyond its control and which could not reasonably have been foreseen and avoided at the effective date and includes inter alia the following:

9.1.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, etc.

9.1.2 natural disasters, e.g. violent storms, cyclones, earth quakes, tidal waves, floods, lightning,

9.1.3 explosions, fires, destruction of machines, factories and any kind of installation;

9.1.4 boycotts, strikes and lock outs, go slows, picketing and work stoppages rendering performance impossible, and

9.1.5 acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provision of this Agreement.

9.2 For the purposes of this Clause, "impediment" does not include lack of authorisation, of licenses, permits or approvals necessary and to be issued by the appropriate public authority.

10. BREACH AND CANCELLATION

10.1 Should either Party commit a breach of any of the terms and conditions of this Agreement and fail to remedy the breach within fourteen (14) days after receiving written notice calling upon them to do so, then the other Party will be entitled, without prejudice to any other remedy it may have at common law, to cancel the Agreement by written notice to that effect to the other Party.

10.2 Either Party may terminate this Agreement for any reason by way of 60 (sixty) days' notice, in writing to the other party.

10.3 If this Agreement is terminated under Clause 9.8, the any Branding advance shall be refundable to Hollard on a proportional basis and within 30 (thirty) days of cancellation date.

10.4 In the event of early termination by the Council without cause, Hollard shall be entitled to a pro rata refund of any advance payments and reimbursement for all reasonably incurred costs related to branding implementation.

11. DISPUTE RESOLUTION

Should any dispute or differences whatsoever arise at any time between the Parties concerning this Agreement or its construction or effect as to the rights, duties and/or liabilities of the Parties or any of them under or by virtue of this Agreement or otherwise or as to any other matter in any way arising out of the subject matter of this Agreement, then the Parties, through their respective Heads, shall endeavour to settle the dispute between them amicably and in good faith. If the Parties are unable to resolve the dispute within seven (7) days after delivery of a written declaration of a dispute, the matter shall be referred to mediation, to be concluded within fourteen days. The mediation shall be facilitated by an independent mediator agreed to by the Parties, failing which one shall be appointed by the Chairperson of the Law Society of Namibia. The Parties shall share the costs of mediation equally and shall participate in the process in good faith. If the dispute remains unresolved following the mediation process, then either Party shall be entitled, by giving 14 days' written notice to the other Party, to cancel this agreement.

12. DOMICILIUM AND NOTICES

12.1 For the purpose of this Agreement, including the giving of notices in terms hereof and the serving of legal process, the Parties choose *domicilium citandi et executandi* as follows:

the Council at:

Physical:	Main Municipal Building, c/o Daniel Tjongarero Avenue and Tobias Hainyeko Street, Swakopmund, Namibia
Postal:	P O Box 53, Swakopmund, Namibia
Contact Person:	C McClune General Manager: Engineering and Planning Services
Telephone number	+264 64 410 4111
EMAIL:	cmcclune@swkmun.com.na townengineer@swkmun.com.na

Holland at:

Physical:	**c/o Jan Jonker & Thorer Street, Windhoek.**
Postal	PO Box 5077, Windhoek, Namibia
Contact Person:	Lientjie Lowe General Manager: IT, Operations, Data & Marketing
Telephone number:	+264 61 422 300
Email:	marketing@hollardnam.com

12.2 A Party may at any time change its *domicilium citandi et executandi* by notice in writing, provided that the new *domicilium citandi et executandi* is in the Republic of Namibia and consists of, or includes, a physical address at which process can be served.

12.3 Any notice given in connection with this Agreement may be delivered

by hand, be sent by prepaid registered post or e-mail to the *domicilium citandi et executandi* chosen by the Party concerned. Any notice or process delivered on any Party in connection with any matter or subject arising out of this Agreement or any notice shall be deemed to have been delivered if handed to any responsible person at the *domicilium citandi et executandi* chosen by any Party and it shall not be necessary to hand such process or notice to any Party personally.

12.4 A notice given as set out above shall be presumed to have been duly delivered:

12.4.1 on the date of delivery if delivered by hand;

12.4.2 on the tenth (10th) day from the date of posting including the date of posting if posted by pre-paid registered post from within the Republic of Namibia; and

12.4.3 on the business day following its sent by e-mail.

12.5 Notwithstanding the foregoing, any notice actually received by the addressee shall be deemed to have been properly delivered.

13. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws for the time being in force in the Republic of Namibia.

14. COST

Each Party shall pay its own costs of and incidental to the negotiation, preparation, execution, and implementation by it of this Agreement.

15. SEVERABILITY

In the event that any of the terms of this Agreement are found to be invalid, unlawful, or unenforceable, such terms shall be severable from the remaining terms, which will continue to be valid and enforceable

16. UNENFORCEABILITY

If any provisions of this Agreement are found or held to be invalid or unenforceable, the validity of all the remaining provisions of this Agreement will not be affected thereby, the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same object of the invalid provision, to adopt such means by way of variation of this Agreement

17. NO VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

18. ENTIRE AGREEMENT

This Agreement constitutes the full and complete consensus between the Parties in relation to its subject matter and supersedes all prior negotiations, understandings, and Agreements with respect thereto.

19. NO WAIVER

Any indulgence or leniency granted by one of the Parties to the other Party in relation to such other Party's duty to perform in terms of this Agreement shall not constitute a waiver of the rights of the Party giving such indulgency or leniency, and each of the Parties shall at all times be entitled to require the other Party to strictly comply with the terms and conditions of this Agreement

20. NO CESSION OR ASSIGNMENT

No Party shall cede, assign, or transfer or purport to cede, assign or transfer any of its rights or obligations under this Agreement, save where expressly permitted herein.

21. REMEDIES CUMULATIVE

Except as expressly provided in this Agreement, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22. TIME OF THE ESSENCE

Any date, time or period referred to in this Agreement shall be of the essence except only to the extent to which the Parties agree in writing to vary any date, time, or period in which event the varied date, time or period shall be of the essence.

23. REQUIRED DISCLOSURES

If Hollard or its Permitted Recipient is requested or required (including, without restriction, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process) by any law (or pursuant to a regulation or policy of any government agency or the rules of any stock exchange) to disclose any of the Confidential Information, it may disclose strictly those portions for which disclosure is required (based on the advice of its legal counsel) to comply with any such applicable law, provided that the Party so required (a) unless prohibited by such applicable law, provides The Municipality with written notice as soon as practicable in the circumstances so that The Municipality may contest the disclosure or seek an appropriate protective order, and (b) cooperates reasonably and in good faith with The Municipality in its efforts to prevent, restrict or contest such required or requested disclosure.

24. APPLICABLE LAW

The law applicable to this Agreement shall be Namibian law, and subject to the provisions of the arbitration clause above, the Parties consent to the jurisdiction of the High Court of Namibia in relation to any matter arising from this Agreement.

THUS DONE AND SIGNED at SWAKOPMUND on this _____ day of _____ 2025

in the presence of the undersigned witnesses:

For the Council:

WITNESSES:

1. _____ _____
CHIEF EXECUTIVE OFFICER or
ACTING CHIEF EXECUTIVE OFFICER

2. _____ _____
CHAIREPERSON OF MANAGEMENT
COMMITTEE or
ALTERNATE CHAIRPERSON OF
MANAGEMENT COMMITTEE

THUS DONE AND SIGNED at SWAKOPMUND on this 25 day of JULY 2025

in the presence of the undersigned witnesses:

For Hollard:

AS WITNESSES:

1. _____ _____
MANAGING DIRECTOR or EXECUTIVE
MEMBER

2 _____

SWAKOPMUND
MUNICIPALITY

+264 64 410 4100 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

15/2/4/3 Annalize Swart 2 September 2026

The Chief Executive Officer
Hollard Insurance Company of Namibia Limited
PO Box 5077
Ausspannplatz
WINDHOEK

Dear Mr Jaco Lambrecht

REQUEST FOR A ONCE-OFF COMMUNITY INVESTMENT TOWARDS THE UPGRADE OF THE "OLD SKATING RING" AREA INTO A COMMUNITY SPORTS, RECREATION AND VENDING PARK

The Municipality of Swakopmund hereby respectfully approaches Holland Insurance Company of Namibia Limited with a proposal for a community-focused partnership towards the transformation and upgrading of the Old Skating Ring Area, also known as the Yellow Bus Area, into an attractive and functional Community Sports, Recreation and Vending Park.

The "Old Skating Ring Area" is situated within Swakopmund's important beachfront recreational environment and already accommodates two beach volleyball courts and three existing mobile vending stands operated through municipal lease arrangements. The Municipality's intention is therefore not to introduce an entirely new development, but rather to build upon and enhance the facilities and activities already taking place at the site.

The proposed upgrade will primarily comprise the construction of stepped/terraced public and spectator seating, interlocking paving, four dedicated seating areas for customers of the existing vendors, improved pedestrian movement and associated public-space improvements.

The project will provide a more attractive and functional environment for residents, families, tourists and visitors, while also supporting existing sporting activities and local economic activity. In particular, the proposed spectator seating will support the two existing beach volleyball courts, while the dedicated vendor seating areas will improve the customer environment and assist in moving informal seating away from the parking area.

The Municipality estimates the preliminary capital requirement for the proposed works at approximately N$300,000.00 and respectfully requests Hollard to consider providing a once-off capital investment of N$300,000.00 towards the implementation of the project.

The Municipality believes that the proposal presents an excellent opportunity to build upon the existing relationship between Hollard and the Municipality. The current partnership already provides for Hollard's financial support towards the upkeep of the beach walkway and associated branding, including the application of contributions towards the general upkeep of the beach walkway and other mutually agreed areas. The proposed project would provide an opportunity to extend this partnership into a permanent community recreational asset within the same beachfront environment.

In recognition of Hollard's contribution, the Municipality proposes that appropriate and tasteful opportunities for Hollard brand visibility and recognition be incorporated into the upgraded facility, subject to mutual agreement. Possible opportunities could include Hollard-branded elements incorporated into the stepped seating, a permanent recognition plaque, selected branded seating elements and a joint community launch or activation upon completion of the project.

The Municipality is particularly interested in ensuring that any branding is professionally integrated into the public-space design and is visible without being intrusive. The intention is for the project to create a lasting association between Hollard and sport, community, local enterprise, tourism, recreation and public wellbeing.

The Municipality further confirms that implementation of the project will remain subject to the applicable municipal technical, procurement, governance and approval requirements. The contribution, should Hollard approve the request, will be applied specifically towards the approved project scope, with appropriate project oversight and accountability.

A detailed project proposal, including the motivation, proposed interventions, partnership structure, branding opportunities, implementation approach and preliminary estimated cost, is attached for Hollard's consideration.

We believe that this initiative presents Hollard with an opportunity to make a visible and lasting investment in the Swakopmund community, while simultaneously strengthening the existing partnership between Hollard and the Municipality of Swakopmund.

We would therefore greatly appreciate Hollard's favourable consideration of the proposed once-off capital investment of N$300,000.00 and would welcome an opportunity to engage with you and your team regarding the proposed partnership and the appropriate mechanism through which the contribution and associated branding opportunities may be formalised.

The Municipality of Swakopmund remains open to discussing an alternative funding structure should Hollard prefer a different approach to supporting the initiative.

We look forward to the possibility of working together to create a meaningful and lasting community asset along Swakopmund's beachfront.

Yours faithfully

A Benjamin
CHIEF EXECUTIVE OFFICER

MUNICIPALITY OF SWAKOPMUND
2026 -03- 31
Chief Executive Officer

PROPOSAL FOR PARTNERSHIP

TRANSFORMATION OF THE OLD SKATING RING AREA (YELLOW BUS AREA) INTO COMMUNITY SPORTS, RECREATION & VENDING PARK

Prepared for:	Hollard Insurance Company of Namibia Limited
Prepared by:	Municipality of Swakopmund
Reference:	15/2/4/3
Date:	2 September 2026

1. EXECUTIVE SUMMARY

This proposal serves to present **Hollard Insurance Company of Namibia Limited** with a request for partnership with the Municipality of Swakopmund in supporting the transformation of the Old Skating Ring Area, also known as the Yellow Bus Area, into a Community Sports, Recreation and Vending Park.

The area already contains the foundations of a successful community destination; two beach volleyball courts and three mobile vending stands operated on lease. Rather than introducing an entirely new development, this proposal upgrades, formalises and completes the existing environment through:

- Terraced, amphitheatre-style public seating for spectators and beachgoers
- Interlocked paving distinguishing pedestrian, seating, vendor and parking areas
- Four dedicated seating areas for customers of the existing vendors
- Improved pedestrian movement, safety and overall appearance

Refer to the concept plan at Annexure A for the proposed layout.

The Municipality estimates the required capital investment at approximately **N$300,000.00** and respectfully requests Hollard to consider a once-off capital contribution of this amount. In return, the Municipality proposes tasteful, integrated Hollard brand recognition within the upgraded public space, subject to mutually agreed branding arrangements.

2. THE OPPORTUNITY

Swakopmund's beachfront is one of the Municipality's most important public spaces, drawing residents, tourists, families and sporting participants throughout the year. The Old Skating Ring Area already has the core ingredients of a strong community destination:

Component	Current status
Two beach volleyball courts	Established sporting activity, with potential to attract spectators and organised events
Three vending stands	Operated on lease; provide food, refreshments and ice cream to visitors
Beachfront setting	Naturally attracts beachgoers, residents, tourists and visitors

What is missing is a properly designed public environment that connects these activities – the gap this proposal addresses.

3. THE VISION

The Municipality's vision is a space where sport, recreation, local enterprise, tourism and community come together in one attractive beachfront environment – a place where children can play sport, families can sit and enjoy the beachfront, spectators can watch volleyball, and vendor customers can relax comfortably after their purchase.

The immediate priority for this proposal is seating, paving and public-space upgrade. Additional recreational or small-scale adventure elements may be considered in future, subject to Council approval and funding availability.

4. PROPOSED UPGRADE

4.1 TERRACED / STEPPED PUBLIC SEATING

The centrepiece of the upgrade is a terraced, amphitheatre-style seating area (see Annexure A), providing a permanent public gathering and viewing space for volleyball spectators, sporting events, families, community gatherings and future events. This feature will give the area a recognisable identity and focal point, and offers a natural opportunity for tasteful, integrated Hollard recognition.

4.2 INTERLOCKING OF THE PUBLIC AREA

Interlocking paving around the seating and vendor facilities will create a more durable, low-maintenance surface with a clear distinction between pedestrian areas, seating areas, vendor customer areas and parking, reducing reliance on informal grass/sand areas for high-use activity.

4.3 IMPROVED VENDOR CUSTOMER AREAS

Four dedicated interlocked seating areas will be created on the western side of the vending stands, allowing customers to purchase, sit and socialise within the recreational environment – without relocating or disrupting the existing businesses. A related benefit is moving informal vendor seating away from the parking area, improving pedestrian safety, parking functionality and overall site management.

4.4 SUPPORTING BEACH VOLLEYBALL

The stepped seating will provide a natural spectator facility for regular games, tournaments, school and club activity, and future beachfront sporting events, creating supporting infrastructure for an existing sporting facility, not merely an aesthetic upgrade.

5. WHY THIS PROJECT MATTERS – AND WHAT IT MEANS FOR HOLLARD

The upgrade delivers benefits across community, sport, tourism, local enterprise and the Municipality's public-space management – and gives Hollard a way to associate its brand with a permanent, visible community asset rather than a conventional sign.

Benefit area	Outcome
Community	An improved public space for recreation, social interaction and relaxation
Sport	A dedicated, attractive viewing environment for volleyball participants and spectators
Tourism	A more attractive place for visitors to stop, sit, eat and enjoy the beachfront
Local enterprise	The three existing vendors benefit from an improved customer environment without relocating
Public-space management	The Municipality can manage and maintain the area more effectively
Hollard brand	Physical recognition, appropriate branding, community association, event-activation opportunities, and long-term visibility as a permanent asset tied to Hollard's support

Branding principles

Any branding would be professionally designed, incorporated into the seating/furniture rather than added as signage, visible but not intrusive, and subject to mutual approval – consistent with the existing Hollard branding already in place along the beach walkway.

6. BUILDING ON THE EXISTING HOLLARD PARTNERSHIP

The current Agreement between the parties provides annual financial support of **N$150,000.00** (excluding VAT) during the Branding Period, focused on the upkeep of the beach walkway and associated branding. The Municipality proposes the **N$300,000.00** requested here as a distinct, once-off capital/community-development investment – extending the partnership from maintenance of an existing route to the creation of a new, permanent recreational asset along the same beachfront.

Should Hollard prefer a different funding structure or timing, the Municipality is open to discussing alternatives, including phased contributions or incorporation into the existing Agreement through a written, signed variation, as the Agreement requires.

7. FUNDING REQUEST

Preliminary estimated cost: **N$300,000.00** (indicative – to be confirmed following technical assessment, detailed quantities and the Municipality's procurement processes).

Component	Proposed intervention
Terraced seating	Construction of stepped public/spectator seating

Component	Proposed intervention
Interlocking	Paving of identified public areas
Vendor seating	Four dedicated interlocked seating areas
Site preparation	Levelling, preparation and associated works
Finishing works	Edging, access and related works
Public-space enhancement	Associated improvements
TOTAL	**± N$300,000.00**

A detailed, quantity-based cost breakdown per component will be provided once technical assessment is complete, ahead of any final agreement.

8. PROPOSED PARTNERSHIP STRUCTURE

Option 1 Preferred	Option 2 Alternative Funding	Option 3 Additional Partnership Initiative
N$300,000.00 once-off capital investment, with branding and recognition incorporated into the completed facility.	Hollard and the Municipality agree on another suitable funding mechanism or phasing.	The project is incorporated into the existing partnership via a written supplementary arrangement or variation.

Should Hollard be unable to support the full amount, the Municipality would welcome discussing a partial or phased contribution, or an alternative scope aligned to available funding, rather than treating this as an all-or-nothing request.

9. IMPLEMENTATION APPROACH AND INDICATIVE TIMELINE

Phase 1 Final Concept	Phase 2 Technical Assessment	Phase 3 Procurement	Phase 4 Construction	Phase 5 Branding	Phase 6 Launch
Finalise layout and extent of seating, interlocking and vendor areas	Technical assessment, quantities and specifications	Municipal procurement process for the works	Construct stepped seating, interlocking and vendor seating	Agree and implement Hollard branding elements	Joint community launch / activation event
Indicative: 1 month	Indicative: 1 month	Indicative: 1–2 months	Indicative: 2–3 months	In parallel with Phase 4	On completion

Subject to confirmation of funding, the Municipality anticipates being able to commence technical assessment within the current financial year and complete construction within approximately six months of funding approval.

10. Governance and Procurement

The Municipality retains full responsibility for implementing the project in accordance with applicable municipal procedures, procurement requirements, technical standards and approvals. The funding contribution would be applied specifically to the approved project scope, with appropriate oversight and accountability maintained throughout.

11. Conclusion

The Old Skating Ring Area presents a practical, highly visible partnership opportunity. Rather than replacing what already works, the project builds on the existing volleyball courts and vending stands to create a cohesive, attractive and functional community destination – while offering Hollard the opportunity to associate its brand with a permanent community asset in one of Swakopmund's most prominent public spaces.

12. Request for Consideration

The Municipality respectfully requests that Hollard:

1. Consider supporting the proposed transformation of the Old Skating Ring Area into a Community Sports, Recreation and Vending Park;
2. Consider a once-off capital investment of **N$300,000.00** towards the proposed upgrade (or an alternative structure per Section 8);
3. Collaborate with the Municipality in developing an appropriate and tasteful branding opportunity within the upgraded area;
4. Consider opportunities for community activation in connection with sporting and recreational activities at the facility;
5. Engage with the Municipality regarding the appropriate contractual mechanism within the existing partnership; and
6. Consider the project as a joint community investment creating a lasting public asset for residents and visitors.

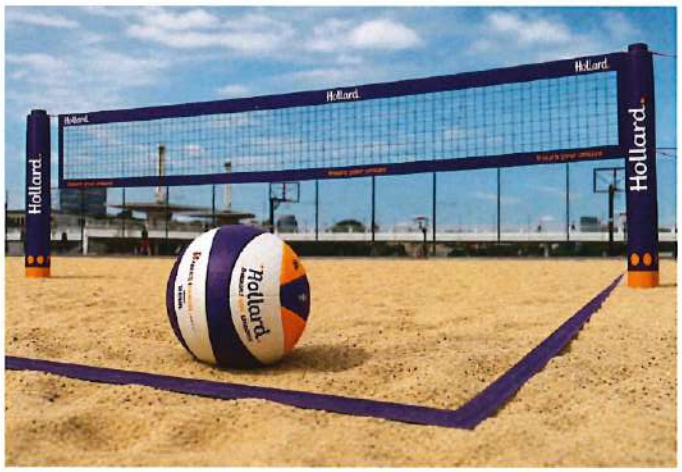
Office of the Chief Executive Officer
Municipality of Swakopmund

ANNEXURE A: CONCEPT PLAN – TO BE ATTACHED









ADDENDUM 1
to the
PARTNERSHIP AND BRANDING AGREEMENT

entered into between

THE MUNICPAL COUNCIL OF SWAKOPMUND
hereinafter referred to as **'the Council'**

and

HOLLARD INSURANCE COMPANY OF NAMIBIA LTD
A Public Company incorporated in Namibia under registration number 2003/049
hereinafter referred to as **'Hollard'**

(each a **'Party'** or jointly **'the Parties'**)

Hollard.

1. PREAMBLE

1.1 The Parties entered into a Partnership and Branding Agreement signed on 25 July 2025 ("the Original Agreement").

1.2 The Parties wish to amend certain provisions of the Original Agreement and record such amendments in writing.

1.3 Except as expressly amended herein, all terms and conditions of the Original Agreement shall remain in full force and effect.

2. EXTENSION OF AGREEMENT PERIOD

2.1 The Parties agree to extend the Branding Period provided for in the Original Agreement by a further period of three (3) years.

2.2 Accordingly, clause 3.1.4 of the Original Agreement is amended to read as follows:
"Branding Period means a period commencing on 1 August 2025 and continuing until 31 July 2031."

2.3 All references in the Original Agreement to the Branding Period shall be interpreted accordingly.

3. INCREASE IN FINANCIAL SUPPORT

3.1 Clause 5.8 of the Original Agreement is deleted and replaced with the following:

Hollard agrees to provide the Council with:

3.1.1 financial support of N$150 000,00 (One Hundred and Fifty Thousand Namibian Dollars), excluding VAT, per year, for a period as per the Original agreement. This financial contribution will be utilised in accordance with 5.1.2 of the Original agreement.

3.1.2 Once-off financial support of N$300 000,00 (Three Hundred Thousand Namibian Dollars), excluding VAT for the update of the 'Old Skating Ring' area into a Community of Sports, Recreation and Vending Park.

3.2 The increased contribution in term of section 3.1.2 shall become effective from the date of signature of this Addendum, unless otherwise agreed in writing between the Parties.

4. CONTINUED BRAND EXPOSURE

4.1 The Parties confirm that Hollard shall continue to receive branding visibility, prominence and exposure in accordance with:

4.1.1 the provisions of the Original Agreement, including but not limited to clauses 5.1, 5.2, 5.3, 5.5 and 5.6 thereof; and

4.1.2 the letter request for once-off community investment, towards the upgrade of the 'Old Skating Ring' Area, dated 2 September 2026, the amount of which is confirmed in clause 3.1.2 above.

4.2 The Council undertakes that Hollard's branding rights, positioning, prominence, placement and visibility along the beach walkway from the Mole to Platz Am Meer shall remain substantially aligned with and no less favourable than those contemplated in the Original Agreement for the period specified in section 2.2.

5. FURTHER RENEWAL OPTION

5.1 Upon expiry of the extended Branding Period on 31 July 2031, the Parties may, subject to mutual written agreement and satisfactory performance by both Parties, renew the Agreement for a further period of five (5) years.

5.2 Any such renewal shall be recorded in writing and signed by duly authorised representatives of both Parties.

6. GENERAL

6.1 Save as specifically amended by this Addendum, all terms and conditions of the Original Agreement remain unchanged and of full force and effect.

6.2 This Addendum shall be read together with and form part of the Original Agreement.

6.3 In the event of any conflict between this Addendum and the Original Agreement, the provisions of this Addendum shall prevail.

END

SIGNED at _____ on this _____ day of _____ 2026

Authorised Signatory _____

Name: _____

Capacity: _____

Witness 1: _____

Witness 2: _____

FOR THE MUNICIPAL COUNCIL OF SWAKOPMUND

SIGNED at _____ on this _____ day of _____ 2026

Authorised Signatory _____

Name: _____

Capacity: _____

Witness 1: _____

Witness 2: _____

FOR HOLLARD INSURANCE COMPANY OF NAMIBIA LTD

RECORDAL OF MEETING

Meeting held between Messrs. Hollard Namibia and Municipality of Swakopmund on the proposal for to transform the old skating ring area into a community sports, recreation and Vending Park on Monday, 21 September 2026 @ 08:30 at the Management Committee Room of Swakopmund Municipality.

Attendance

Municipality of Swakopmund

Mr A Benjamin	:	**Chief Executive Officer**
Mr C McClune	:	**GM : Engineering, Urban & Environmental**
Mrs M Uwites	:	**Acting GM: Economic Development Services**
Mr A Strauss	:	**Manager : Works**
Mrs A Swart	:	**Executive Assistant**
Mr O Hamoteni	:	**Investment Officer**

Hollard Namibia
Ms L Lowe
Ms G Mohamed
Ms M Grobler

---

1. Purpose of the Meeting

A meeting was held between the Municipality of Swakopmund and Hollard Namibia to discuss the Municipality's proposal to transform the existing Old Skating Ring area into a **Community Sports, Recreation and Vending Park** for the benefit of the Swakopmund community.
The proposal was received positively by Hollard Namibia, and the discussions took place in a constructive and mutually supportive manner.

2. Hollard Namibia's Financial Contribution

Hollard Namibia confirmed its commitment to a **new financial contribution of N$300,000** towards the implementation of the additional project.
It was specifically agreed that the project funding will **not be transferred or paid directly to the Municipality of Swakopmund**. Hollard Namibia will instead make payment directly to the approved service providers and suppliers responsible for the agreed works.

The proposed contribution will include, amongst other works:

- Extension and improvement of the **paved areas for vendor spaces**;
- Provision and/or improvement of **stairs and seating areas**;
- Appropriate **branding of the transformed area**; and
- Branding of the **Volleyball Court**, in addition to the other project branding.

3. Existing Agreement and Additional Project Scope

It was agreed that the **existing agreement between the Municipality of Swakopmund and Hollard Namibia will serve as the guiding framework** for the implementation of the additional project.
The additional works and related arrangements will be formally documented through an **Addendum to the existing agreement**.

The Addendum will record the additional project scope, responsibilities of the parties, the N$300,000 financial commitment and direct payment arrangements, implementation requirements and timelines, together with any other provisions required to give effect to the additional project.

4. Contractual Term - Concurrent Addendum

It was clarified and agreed that the Addendum for the additional N$300,000 commitment will **run concurrently with the current agreement**.

The current agreement is presently in **year 2 of its existing three-year term**. The Addendum will therefore provide for the new N$300,000 commitment to run for the **remaining two years of the current agreement**, together with a **further three-year extension**, subject to the renewable clause to be included in the Addendum.

The contractual duration relating to the additional commitment will therefore be dealt with **within the Addendum itself** and will not be considered separately from the Addendum.

The Addendum should clearly record the applicable commencement period, the concurrent running of the additional commitment with the existing agreement, the further three-year extension/renewal provision, and the respective responsibilities and obligations of the parties.

5. Project Profile and Implementation Timelines

It was agreed that the Municipality of Swakopmund will prepare and submit the **project profile and proposed implementation timelines to Hollard Namibia by Friday, 25 September 2026**.

Mr Alden Strauss, Manager: Works, will be responsible for coordinating the preparation of the project profile and timelines on behalf of the Municipality.
The project profile should clearly set out, for **each area of the proposed scope**, the following:

- The specific scope of works;
- Key project components;
- The party responsible for each component;
- Estimated requirements and resources;
- Proposed service providers/suppliers;
- Start and completion dates;
- Dependencies and required approvals;
- Implementation phases; and
- Target completion dates.

The project profile should further identify the works that can be **undertaken simultaneously or in parallel**, where practical, in order to maximize the limited implementation period and support completion before the December 2026 holiday season.

6. Site File

It was further noted following the site visit that the **Municipality will be responsible for establishing and maintaining the project site file**.

The project plan should therefore include the establishment of the site file as a specific project activity, with a clear **start date and completion/establishment date**, as this is a critical step required to facilitate and support the subsequent implementation of the project.

The site file should be in place at the earliest practical stage to enable the remaining project activities and service-provider arrangements to proceed in an orderly manner.

7. Local Service Providers

It was mutually agreed that, where practical and appropriate, **service providers and suppliers from Swakopmund** should be utilized to assist with the implementation of the project.

Hollard Namibia will coordinate the applicable payment arrangements directly with the approved service providers and suppliers.

8. Project Completion Before December 2026 Holiday Season

Both parties agreed that the transformation of the area should be progressed with the objective of having the project **substantially completed before the commencement of the December 2026 holiday season**.

Given the limited timeframe, the implementation plan should identify opportunities for **parallel and simultaneous activities** to ensure that the available time is utilised effectively.

The Municipality and Hollard Namibia will therefore work towards an agreed implementation programme and practical timelines to facilitate the timely completion of the project.

Action	Responsible Party
Prepare and submit the project profile and implementation timelines by **Friday, 25 September 2026**	Municipality – Manager: Works, Mr Alden Strauss
Ensure the project profile identifies responsibility for each area of scope	Municipality – Manager: Works
Establish the project **site file**, including clear start and completion/establishment dates	Municipality
Identify works that can be undertaken simultaneously/parallel to maximise the available implementation period	Municipality / Hollard Namibia
Identify and facilitate engagement with suitable local service providers/suppliers	Municipality / Hollard Namibia
Confirm project scope and implementation requirements	Municipality / Hollard Namibia
Prepare an **Addendum to the existing agreement** covering the additional N$300,000 commitment and related project scope	Municipality / Hollard Namibia
Ensure the Addendum provides for the additional commitment to run **concurrently with the current agreement**, with the remaining two years plus a further three-year renewable extension	Municipality / Hollard Namibia
Coordinate direct payment to approved service providers/suppliers	Hollard Namibia
Implement paving, stairs/seating and agreed branding components	Hollard Namibia / Appointed Service Providers
Ensure branding includes the Volleyball Court	Hollard Namibia
Work towards completion before the December 2026 holiday season	Municipality / Hollard Namibia

10. Conclusion

The meeting concluded on a positive and mutually supportive basis, with both parties expressing their commitment to collaborate on the transformation of the Old Skating Ring area into a vibrant and community-focused sports, recreation and vending facility.

The parties agreed that the **project profile, implementation timelines and Addendum to the existing agreement should be progressed as a matter of priority**, with the project profile to be submitted by **Friday, 25 September 2026**.
The Addendum will provide the contractual framework for the new **N$300,000 commitment**, running concurrently with the current agreement and incorporating the agreed further three-year renewable period.

The Municipality and Hollard Namibia will continue to coordinate closely to ensure that the project is implemented within the limited available timeframe and that the transformation is substantially in place before the commencement of the **December 2026 holiday season**.

Meeting adjourned @ 09:20 and a site meeting had been conducted.

11.1.28 **REQUEST FOR COUNCIL ENDORSEMENT TO APPROACH THE ENVIRONMENTAL INVESTMENT FUND (EIF) FOR GRANT FUNDING - ALLOTMENT PLOTS**
(C/M 2026/10/29 - 18/5/2)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.13,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. Purpose

The purpose of this submission is to request Council's endorsement for the Municipality to approach the Environmental Investment Fund of Namibia (EIF) for grant funding to support the development and sustainability of the allotment plots in Swakopmund.

2. Background

The Municipality has initiated the development of allotment plots to promote urban agriculture, food security, local economic development, employment creation and the productive use of underutilized land. The project is intended to provide residents with opportunities to engage in crop production and other sustainable agricultural activities. To strengthen the implementation and long-term sustainability of the allotment project, the Municipality proposes to seek financial assistance from the EIF. On 14 August 2026, the Council officially handed over the first 20 agricultural allotment plots to local residents.

3. Proposed Grant Support

The proposed EIF funding would be used, subject to the Fund's eligibility requirements and approval, for one or more of the following areas:

(a) *Provision of basic services and infrastructure to the allotment plots, including water and related services.*
(b) *Sustainability measures, including water-efficient irrigation, soil improvement, composting and other environmentally sustainable interventions; and*
(c) *Seed capital to support beneficiaries with essential agricultural inputs, equipment, seeds and other start-up requirements.*

The funding would complement the Municipality's existing efforts and reduce the financial burden on individual beneficiaries while supporting the long-term viability of the allotment programme.

4. Conclusion

It is therefore recommended that Council endorse the intention to approach the Environmental Investment Fund (EIF) for possible grant funding towards the provision of essential services, sustainability measures and/or seed capital for the Swakopmund Allotment Plots.

The final funding proposal and implementation plan will be developed in accordance with the EIF's funding criteria and requirements and submitted through the appropriate municipal processes for consideration and approval.

B. **After the matter was considered, the following was:-**

RECOMMENDED:

(a) That Council endorses the intention to approach the Environmental Investment Fund (EIF) for possible grant funding towards the provision of services, sustainability measures and/or seed capital for the Swakopmund Allotment Plots.

(b) That, once the grant is approved, it be submitted to the Management Committee for consideration and approval.

11.1.29 **SUBDIVISION OF THE REMAINDER OF PORTION 26 OF THE FARM NO. 163, SWAKOPMUND INTO PORTION A, B AND REMAINDER AND CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT OR FACILITY ON PORTION A, B, AND REMAINDER**
(C/M2026/10/29 - REM PTN 26/FARM 163)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.14,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **Purpose**

The purpose of this submission is for the Council to consider the application for the subdivision of Portion 26 of the Farm No. 163, Swakopmund into Portions A, B and Remainder in terms of Section 97 (1) (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. **Introduction and Background**

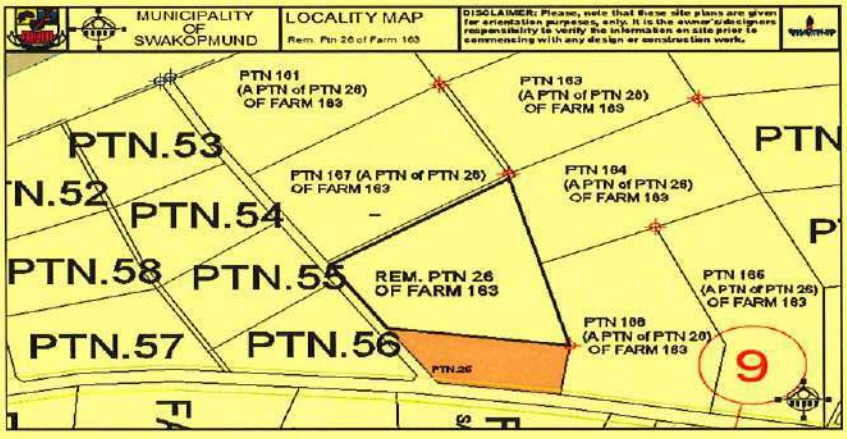
An application to subdivide Portion 26 of the Farm No. 163, Swakopmund into Portion A , B and Remainder was received by the Town Planning Department from Van Der Westhuizen Town Planning and Properties, applying on behalf of the registered owner, Clifton Gregory Styles. The application is attached as **Annexure A.**

3. **Ownership**

Ownership of Portion 26 of the Farm No. 163, Swakopmund vests in Clifton Gregory Styles as held in Deed of Transfer T 5375/1996. Proof of ownership has been attached together with the application.

4. **Zoning, Locality and Size**

Portion 26 of the Farm No. 163, Swakopmund is zoned "Agriculture" and is located in Junction 5 of the Swakopmund River Plots towards the eastern boundary of the Swakopmund Town and Townlands. The portion measures 10.5263 hectors in extent. See locality below:



5. **Access, parking and municipal services**

Access to Portion 26 of the Farm No. 163, Swakopmund is obtained via an existing internal access road namely, Remainder of Portion 40. The property is connected to the municipal waterline; sewerage is dealt with by means of septic tank system as is the norm in the area.

The existing municipal services in terms of water will be maintained. Any further extension or upgrading of services due to this subdivision, and consent use will be done to the satisfaction of the General Manager: Engineering, Urban Development and Environmental Management, at the cost of the applicant (landowner).

The portion is subject to a 10-meter wide right of way servitude over it in favour of Portions 162, 163 and 164, Swakopmund, which will be retained.

The impact of septic tanks on the environment, should more plots be subdivided, must be anticipated and accounted for. It is therefore suggested that the General Manager: Engineering, Urban Development and Environmental Management undertake an audit of septic tanks in the area, assess and come up with mitigation measures in anticipation of more future subdivisions as envisaged in terms of the Swakopmund Structure Plan 2020-2040.

6. **Public Notification**

In terms of the Urban and Regional Planning Regulations, Section 10 (4) for subdivision, only the affected neighbouring property owners must be notified. No publication of notices in newspapers and the Government Gazette is required. The neighbouring property owners were consulted as prescribed in the Urban and Regional Planning Act, 2018 (Act. No.5 of 2018), and notices were placed in one newspaper, namely the New Era newspaper on the 21st and 28th April 2026 as prescribed by the Swakopmund Zoning Scheme. Registered mail was sent to each neighbour. The last date for objections was the 22nd May 2026. No objection was received by the end of the objection period.

7. **Proposal**

It is the intention of the applicant to subdivide the Remainder of Portion 26 into three portions, namely Portion A, Portion B and Remainder of Portion 26, Swakopmund. The portions will retain their current *"Agricultural"* zoning. It is further the intention of the owner to construct and operate tourist establishments on each of the portions. The proposal is indicated in the table below:

Proposed Portion number	***Area (Ha)***	***Zoning***
Portion A	*3.5149ha*	*Agricultural*
Portion B	*3.5010ha*	*Agricultural*
Remainder of Portion 26	*3.5095ha*	*Agricultural*
Total	***10.5254 ha***	

8. **Technical Comments**

The application was circulated to the Engineering, Urban Development and Environmental Management Department for their comments, and the following comments were received:

(i) That the applicant conducts an Environmental Assessment and submit same to the GM:EUE for review and approval;

(ii) "All additional infrastructure that will be required because of this subdivision be for the account of the applicant/owner to the satisfaction of the General Manager: Engineering, Urban Development and Environmental Management and that no construction to be considered before approval have been obtained from the GM:EUE and that the applicant submits a parking layout indicating the parking on-site proportional to the planned activity for the proposed development. "

(iii) That the servitude registered over Remainder Portion 26 be retained.

9. **Evaluation**

The Remainder of Portion 26 is located in Zone C, which is earmarked for "Residential Estates" of portion sizes capped at 3.5ha and "*Tourism*". The proposed subdivision and consent use for the construction of Tourist establishments are therefore aligned with the provisions of the Swakopmund Structure Plan 2020-2040 and can be supported. Additionally, the Swakopmund Zoning Scheme provides for Tourist Facilities and Tourist Establishments as a consent use in the Agricultural zone.

The current zoning of "agriculture" will be retained for the newly created portion and the remainder portion, which aligns with the proposal to the provisions of both the Swakopmund Zoning Scheme and the Swakopmund Structure Plan 2020 - 2040, as it does not introduce land uses incompatible with the existing environment. The proposed development is deemed policy-compliant as the provisions of the Structure Plan 2020–2024 supersede the previous municipal policy requirement of a minimum 10-hectare portion size.

According to the aforementioned Structure Plan, Zone C is meant to widen the choice of living within a rural setting, and with the special permission of Council, tourism developments such as nature estates, wildlife estates, equestrian estates or retirement villages may be permitted as these activities are non-intrusive and are in support of strengthening and diversification of the local economy of Swakopmund.

It should be noted that the request of the applicant is for consent to construct and operate a tourist establishment on the newly created portions and remainder. In terms of Item 6 of Government Gazette Notice No. 29 of 2012, the construction of resorts, lodges, hotels and hospitality facilities as an activity requiring environmental clearance. It is against this background that the applicant is required to submit the proposed consent use to the Environmental Commissioner for consideration and provide Council with either an Environmental Clearance Certificate (ECC) or written confirmation that an EIA and ECC are not required. If the Commissioner determines that an EIA and ECC are not required, the applicant must submit an Operational Environmental Management Plan (OEMP) to the Environmental Management Office for acceptance before the consent use commences, in accordance with Council's Environmental Management Policy 2026.

The proposed operation may have environmental impacts whose risks Council seeks to avoid, as supported by its Environmental Management Policy.

10. **Title Deeds Conditions**

That the conditions registered against Remainder Portion 26 of Farm 163 be cancelled and that the following conditions be registered against the titles of the newly created Portions A, B and the Remainder of Portion 26, Swakopmund:

(a) The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

(b) The land may only be used for agriculture and related purposes ;

(c) That the 10-meter-wide praedial right-of-way servitude in perpetuity, registered over Portion RE/26, in favour of Portions 162, 163 and 164, Swakopmund be retained;

11. **Compensation**

The proposed subdivision is subject to a compensation fee of 7.5% in respect of endowment in accordance with the Urban and Regional Planning Act No.5 of 2018 and the Municipal Property Policy.

12. **Conclusion**

The proposed subdivision of Remainder Portion 26 of Farm 163, Swakopmund into Portion A, B and Remainder fully aligns with the provisions of the Swakopmund Zoning Scheme and the Swakopmund Structure Plan 2020-2040. Furthermore, the development will have no adverse impact on the surrounding area and merits favourable consideration.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That the subdivision of Remainder Portion 26 of Farm 163 into Portions A, B and Remainder be approved in terms of Section 101(2)(a) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018), as per the table below:

Proposed Portion number	*Area (Ha)*	*Zoning*
Portion A	***3.5149ha***	***Agricultural***
Portion B	***3.5010ha***	***Agricultural***
Remainder of Portion 26	***3.5095ha***	***Agricultural***
Total	***10.5254 ha***	

(b) That the area of proposed Portions A, B and Remainder of Portion 26 of Farm 163, Swakopmund be no less than 3.5 Ha in extent as per stipulations of Zone C – Urban Agriculture of the Swakopmund Structure Plan 2020-2024.

(c) That the conditions registered against the Remainder of Portion 26 of Farm 163 be cancelled and that the following conditions be registered against the titles of the newly created Portions A, B and the Remainder of Portion 26, Swakopmund:

(i) The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

(ii) The land may only be used for agriculture and related purposes.

(iii) That the 10-meter-wide praedial right-of-way servitude in perpetuity, registered over Portion RE/26 in favour of Portions 162, 163 and 164, Swakopmund, be retained.

(d) That the applicant obtains Portion Numbers from the Surveyor General before certification of the subdivisional plans by the Council's Town Planner.

(e) That upon presentation of portion numbers obtained from the Office of the Surveyor General by the applicant to the Town Planning Department, the Town Planner issue the subdivision certificate and certify the subdivision plan.

(f) That Portion A and B be subject to a compensation fee in respect of endowment of 7.5% of the land value (market value as determined by Council valuer).

(g) That no building plans be approved until proof of payment of the compensation fee for the newly created portions has been received by Council.

(h) That all additional infrastructure that is required as a result of the proposed subdivision be for the account of the applicant/owner and in accordance with the specifications and to the satisfaction of the General Manager: Engineering, Urban Development and Environmental Management (EUE) and that no construction be considered before approval has been obtained from the General Manager: EUE.

(i) That Consent to construct and operate a Tourist Establishment or Facility on Portions A, B and Remainder be approved on condition that the applicant conducts an Environmental Assessment and submits it to the General Manager: EUE for review and approval.

(j) That the activities are limited to not more than 10% of the size of the portion to be utilised for the proposed consent use.

(k) That Council reserves the right to cancel the consent use should there be valid complaints.

(l) That the applicant registers with the Health Services and Solid Waste Department and that the standard Health Regulations will apply.

(m) That the applicant must operate within the Swakopmund Zoning Scheme provisions.

(n) That the applicant be informed of this decision in accordance with Section 101(3)(a) of the Urban and Regional Planning Act, 2018 (Act 5 of 2018),

21

22.03.01. Rem Ptn 26/Farm 163

TOWN PLANNING & PROPERTIES

PO BOX 1598
SWAKOPMUND, NAMIBIA
+264 64 122 066 (W)
+264 64 122 066 (F)
admin@vdwtown.com

Van Der Westhuizen Town Planning and Properties CC
(Consultants on behalf of the Registered Landowner)

RECORDS & ARCHIVES
05 JUN 2026
MUNICIPALITY OF SWAKOPMUND

Date: 5 June 2026

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia

➢ **APPLICATION FOR SUBDIVISION OF THE REMAINDER OF PORTION 26 OF THE FARM NO. 163 INTO PORTIONS A, B AND REMAINDER; AND CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT / FACILITY ON PORTIONS A, B AND REM/PORTION 26 OF THE FARM NO. 163**

We hereby submit, on behalf of the registered landowner, an application for Subdivision in terms of the *Urban and Regional Planning Act, 2018* (Act No. 5 of 2018), in respect of Remainder of Portion 26 of the Farm No. 163, Swakopmund, situated within the Erongo Region.

Van Der Westhuizen Town Planning and Properties CC have been duly appointed as the authorised planning consultant for the proposed Subdivision. **Please take note that Van Der Westhuizen Town Planning and Properties CC are not the registered owner/s of Remainder of Portion 26 of the Farm No. 163, Swakopmund, and as such cannot be held responsible for the compensation fee/fees and/or any communication relating to the compensation fees with regards to this application.**

The application is submitted in compliance with the requirements of the Act and the Municipality's prescribed submission procedures. Kindly find enclosed the complete application documentation as required by the checklist for applications submitted to the Municipality.

We trust that the submission is in order and complies with all applicable legislative and procedural requirements. We respectfully request that the application be acknowledged, recorded, and processed.

Yours Faithfully,

A R VAN DER WESTHUIZEN

SWAKOPMUND

RECORDS & ARCHIVES
05 JUN 2026
MUNICIPALITY OF SWAKOPMUND

FORM A: CHECKLIST **LAND PARCEL NO: REM/PTN 26 OF FARM NO. 163**
This checklist should appear as the top page of any application

TOWN PLANNING APPLICATIONS SUBMITTED FOR CONSIDERATION BY THE SWAKOPMUND MUNICIPAL COUNCIL

NO.	DOCUMENT DESCRIPTION	ITEM NUMBER	ATTACHED (YES / NO OR N/A)
1.	**Application by the consultant or land parcel owner**	**Attached as Annexure 1**	YES
2.	**Site details** a. **Locality and detailed sketch plan** (illustration of the whole Swakopmund Municipal boundary in relation to the concerned site). b. **Land parcel number (s)** allocation by the Office of the Surveyor General.	**Attached as Annexure 2A,** **&** **Annexure 2B**	YES N/A
3.	**Conditions to be registered** (if applicable)	**Attached as Annexure 3**	YES
4.	**Special power of attorney,** including revenue stamps with relevant initials.	**Attached as Annexure 4**	YES
5.	**Closure or environmental clearance certificate (if** applicable)	**Attached as Annexure 5**	NA
6.	**Previous Board approval** (URPB)	**Attached as Annexure 6**	N/A
7.	**Roads Authority approval together with the sketch plan indicating access point (s)**	**Attached as Annexure 7**	N/A
8.	**Legal entity ownership** a. **Copy of the Founding Statement (cc1/2)** (if registered in the name of a Close Corporation), b. **Copy of the Company Resolution** (if registered in the name of a Company)	**Attached as Annexure 8A** **Attached as Annexure 8B**	N/A N/A
9.	**Copy of the Title Deed or Certificate of Registered Title**	**Attached as Annexure 9**	YES
10.	**Conditions of establishment attached to all copies.**	**Attached as Annexure 10**	N/A

Instruction: *Support document and information must be attached to the application in the order as appears on the checklist.*

Note: *Any relevant additional document not listed on the checklist should be attached after item number 10. Four (4) original colour and an electronic version of the application should be submitted at the same time. Township establishment applications must be submitted with three (3) A0 colour layout plans and an erven listing.*

LIST OF ANNEXURES

Annexure 1:	Detailed Application
Annexure 2A:	Plans
Annexure 3:	Conditions Registered
Annexure 4:	Special Power of Attorney
Annexure 9:	Copy of Title Deed/CRT

APPLICATION INFORMATION

1. Ownership and commissioning

According to the Deed of Transfer Nr T. 5375/1996, (Annexure 8) ownership of the Remainder of Portion 26 of the Farm No. 163, Swakopmund, currently vests with Clifton Gregory Styles. The Special Power of Attorney from the owner is attached as (Annexure 4). There exist no conditions within the Deed of Transfer that prohibits the intention to subdivide the property.

2. Locality, Zoning and Erf Size

Remainder of Portion 26 of the Farm No. 163, Swakopmund, is located in Junction 5 of the Swakopmund River plots (Annexure 2A). The said portion currently measures 10,5254 Ha in extent and is zoned as agricultural. Rem/Ptn 26 is located in a zone that currently allows the potion to be subdivided in portions of not less than 3.5ha according to the approved Swakopmund Structure Plan. Council has recently approved other subdivision applications of the similar nature in the previously mentioned area. There exist no reasons in terms of location that should prohibit the intended rezoning to proceed.

3. Topography

The property slopes gently from east to west and fall approximately 8 m over a stretch of more than 350m. there exist no natural features that would prohibit the development of the intentions of our client.

4. Access to the property

Access to the proposed properties (Portion A, B and Remainder) shall be obtained via the existing internal road network that is currently supplying access to the Portion. The existing road network borders both proposed portions and as such no new special access conditions will be required.

5. Existing Buildings and usage

Currently the property stands vacant. Once the approval has been obtained shall the client develop the portions individually for the purpose of a Tourist facility/Establishment that is related to the Accommodation use.

6. Infrastructure

Rem/Portion 26 is currently connected to the Municipal water supply. Once the subdivision is concluded the individual portions will secure their own electrical and water supply connection at the concerned institutions. Sewer is currently accommodated for by means of a septic tank system, as is the norm for the area.

7. Conditions registered against the Title Deed of Rem/Ptn 26.

The portion is subject to right of way servitude over the said land in favour of Portions 162, 163, 164. Note should be taken of the fact that this servitude will remain intact as the design compensated for the servitude to protect the rights of the other portions. No other conditions are registered against the portion.

8. Developmental proposal

It is the intention of our client to have Rem/Portion 26 of the Farm No. 163, Swakopmund, subdivided into Portions A, B and Remainder (Annexure 2A). The nature of use will remain agriculture as per the current zoning of the property. The intended subdivision is also in line with the requirements of the Swakopmund Structure Plan as approved and adopted by the Municipality of Swakopmund. The Structure Plan allows for portions of not less than 3.5ha in this specific area. The proposed subdivision and new erf sizes will be as follows:

Proposed Portions	Portion Sizes in ha
Portion A	3, 5149 ha
Portion B	3, 5010 ha
Remainder of Portion 26	3, 5095 ha
Total m²	10,5254 ha

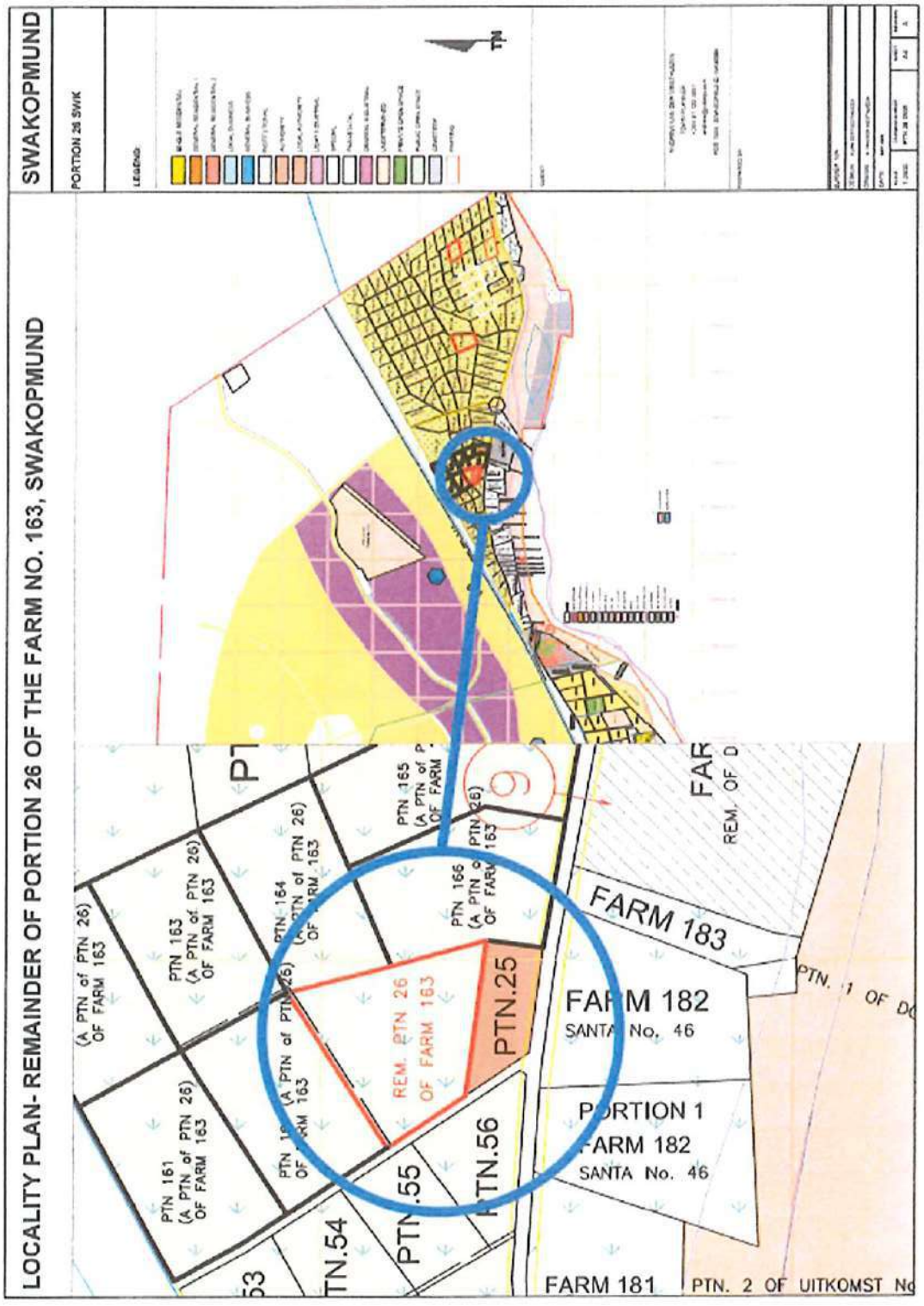
It is the intention of the owner to operate individual uses on the properties, in line with the consent, that complements each other. The tourism industry remains a financial pillar of the Country and by tapping into this industry ensures economic stimulation in area. There are multiple spinoffs that can be boum from the initiative that the client envisages.

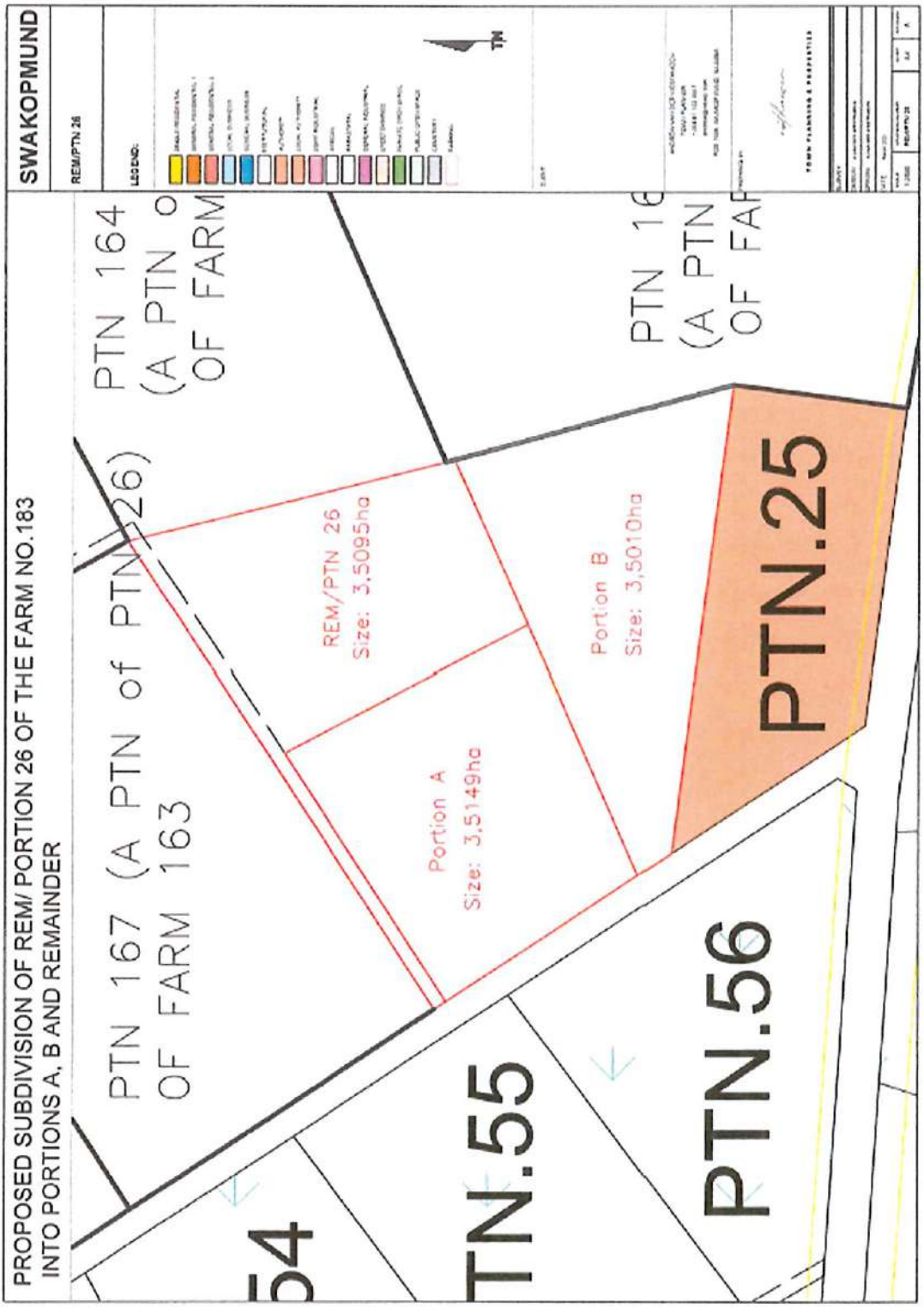
9. Motivation

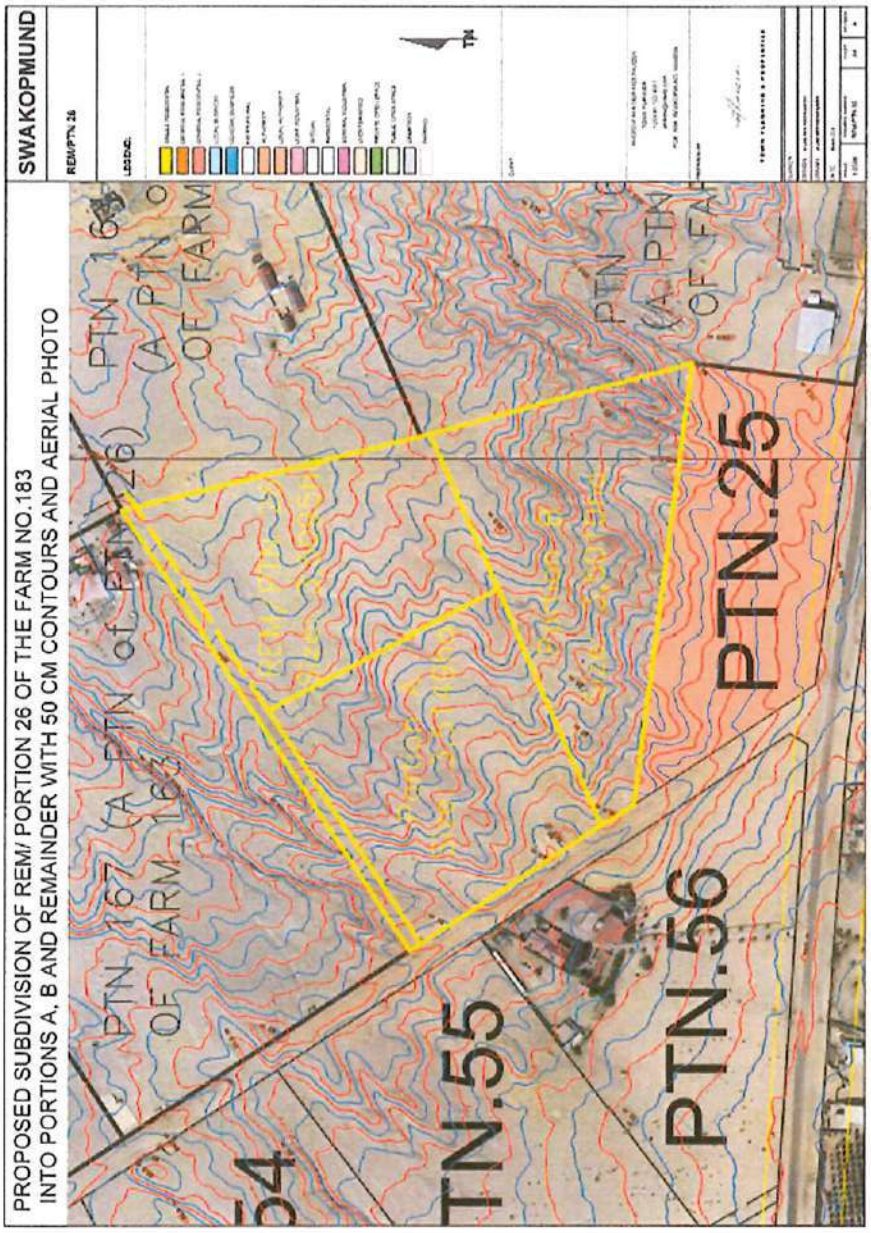
With the approval and adoption of the Swakopmund Structure Plan certain areas along the river plots were provided with the opportunity to further subdivide. In the past Council only allowed plots to be subdivided into portions of no less than 10ha. This has subsequently been changed for certain areas as identified in the Swakopmund Structure Plan. The Remainder Portion 26 located within the Zone C identified as Residential Estate and Tourism (3,5ha). It is clear from the available material that the proposed intention of our client is in line with the vision of the Swakopmund Structure plan and will respond positively towards its long-term intentions.

10. Conclusion

It is our professional opinion that the intended subdivision is in line with the provisions as contained in the approved and adopted Structure Plan of Swakopmund. The intentions of our client will in no way exert any negative impact on the surrounding area as the proposed use falls in line with the current situation in the area. the intentions of the client will in fact stimulate the local economy and provide for increased job opportunities for the immediate surrounding area. The Swakopmund River Plots is a small town in its own and any form of development in the area, however insignificant it may seem, play its role in the slow growth and maturing process of the area.


SWAKOPMUND
PORTION 26 SWK
LEGEND:
LOCALITY PLAN- REMAINDER OF PORTION 26 OF THE FARM NO. 163, SWAKOPMUND
PTN 165 (A PTN of FARM 163)
PTN 166 (A PTN of FARM 163)
PTN 164 (A PTN of PTN 26) OF FARM 163
PTN 163 (A PTN of PTN 26) OF FARM 163
(A PTN of PTN 26) OF FARM 163
PTN 161 (A PTN of PTN 26) OF FARM 163
REM. PTN 26 OF FARM 163
PTN.25
PTN.56
PTN.55
PTN.54
FARM 183
FARM 182
SANTA No. 46
PORTION 1 FARM 182
SANTA No. 46
FARM 181
PTN. 2 OF UITKOMST No


SWAKOPMUND
REM/PTN 26
LEGEND:
PROPOSED SUBDIVISION OF REM/ PORTION 26 OF THE FARM NO.183
INTO PORTIONS A, B AND REMAINDER
PTN 167 (A PTN of PTN 26)
OF FARM 163
PTN 164
(A PTN O
OF FARM
PTN 16
(A PTN
OF FAR
REM/PTN 26
Size: 3,5095ha
Portion A
Size: 3,5149ha
Portion B
Size: 3,5010ha
PTN.25
PTN.56
TN.55
54


SWAKOPMUND
REM/PTN 26
PROPOSED SUBDIVISION OF REM/ PORTION 26 OF THE FARM NO.183
INTO PORTIONS A, B AND REMAINDER WITH 50 CM CONTOURS AND AERIAL PHOTO
PTN 167 (A PTN of FARM 167)
PTN 1 6
(A PTN O
OF FARM
PTN
(A PTN
OF FA
PTN.55
PTN.56
PTN.25

Conditions to be registered

Conditions to be registered against the Remainder of Portion 26

a) That the conditions currently registered against the remainder be retained.

Conditions to be registered against newly proposed Portions A and B

IN FAVOUR OF THE LOCAL AUTHORITY

(a) The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

(b) The building value of the main building, excluding the outbuildings to be erected on the erf shall be at least four times the prevailing valuation of the erf.

SPECIAL POWER OF ATTORNEY

I/We, the undersigned,

CLIFTON GREGORY STYLES (ID: 690125 0070 2)

In my/our capacity as:

THE REGISTERED OWNERS OF THE REMAINDER OF PORTION 26 OF THE FARM NO 163

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to **Municipality, Town Council, Ministry of Urban and Rural Development or any other authority**, for the:

- **THE SUBDIVISION OF THE REMAINDER OF PORTION 26 OF THE FARM NO 163 INTO PORTIONS A, B AND REMAINDER; AND**
- **CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT / FACILITY ON PORTIONS A, B AND REM/PORTION 26 OF THE FARM NO. 163**

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein – herby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at Swakopmund this 2nd day of June 2026

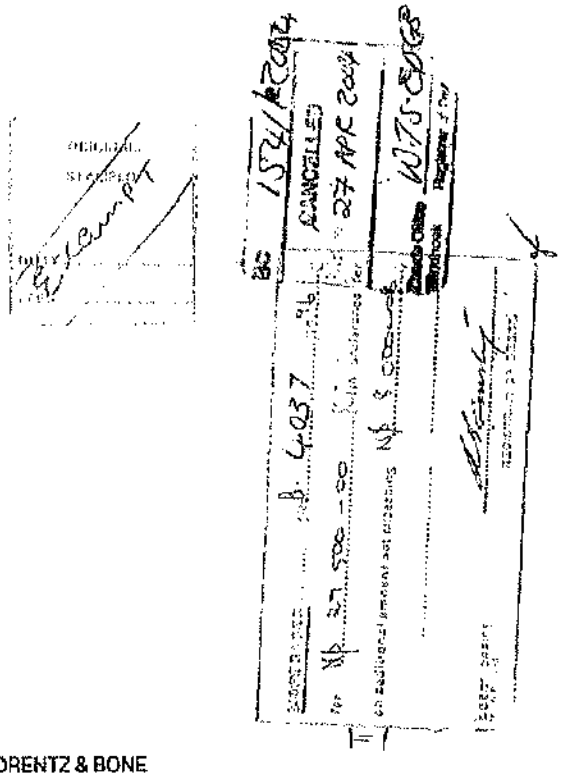
In the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

_____
CLIFTON GREGORY STYLES



Prepared by me

CONVEYANCER
COLEMAN, M.

LORENTZ & BONE
Attorneys, Notaries & Conveyancers
Standard Bank Chambers
P O Box 85, WINDHOEK

5375 / 1996

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT ~~MARINDA COLEMAN~~ CAREL JACOBUS WICHARD VAN DER MERWE

appeared before me, Registrar of Deeds, at Windhoek, he the said Appearer, being duly authorised thereto by a Power of Attorney executed at SWAKOPMUND on the 21st day of FEBRUARY 1996, by the

MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter styled the **TRANSFEROR**)

which power, witnessed in accordance with law, was exhibited to me on this day;

AND THAT APPEARER DECLARED THAT his said principal on the 16th SEPTEMBER 1994 had truly and legally sold, and that he, in his capacity as Attorney aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

CLIFTON GREGORY STYLES
Born on 12 March 1957

(hereinafter styled the **TRANSFEREE**)

His Heirs, Executors, Administrators or Assigns,

CERTAIN	PORTION 26 OF THE FARM No. 163
SITUATE	In the Municipality of SWAKOPMUND Registration Division "G"
EXTENT	83,3177 (Eighty Three Comma Three One Seven Seven) Hectares, as will appear from Diagram No. A. 341/1994 and
HELD BY	Government Grant No. 3401/1986

SUBJECT to the following conditions imposed in terms of Section 21 of the Townships and Division of Land Ordinance, No. 11 of 1963, namely :-

IN FAVOUR OF THE LOCAL AUTHORITY

The Land may only be used for agriculture and related purposes.

WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the TRANSFEROR to be entirely dispossessed of and disentitled to, the same, and that, by virtue of these Presents, the said TRANSFEREE, His Heirs, Executors, Administrators, or Assigns, now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting to the sum of N$24 995,31.

IN WITNESS whereof I, the said Registrar, together with the Appearer, q.q.; have subscribed to these Presents, and have caused the Seal of Office to be affixed hereto.

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds, at WINDHOEK, on

q.q.

In my presence,

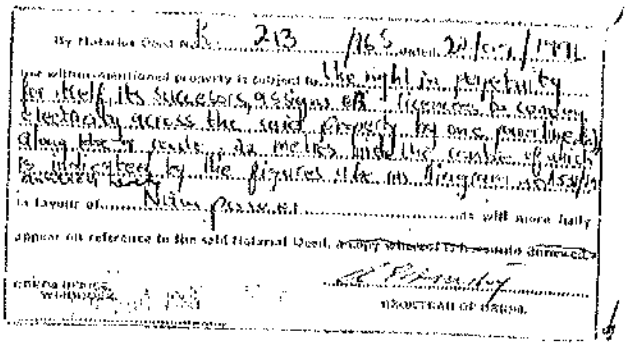
REGISTRAR OF DEEDS

1. Transfer duty receipt No. 0302507 issued by the Receiver of Revenue at WALVIS BAY on 20 MARCH 1996 for N$318,73 (Checked 1. ..... 2. .....

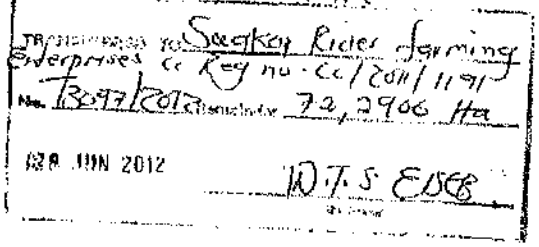
2. I, the undersigned, MARINDA COLEMAN, hereby certify in terms of Section 78 of Act 23/1992 that all rates, fees or charges leviable in respect of the immovable property contained in this Deed have been paid up to an including the date of registration thereof.

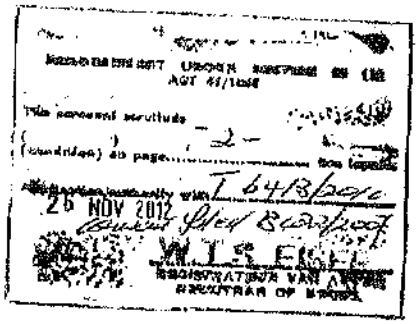
COLEMAN, M.
CONVEYANCER

-4-

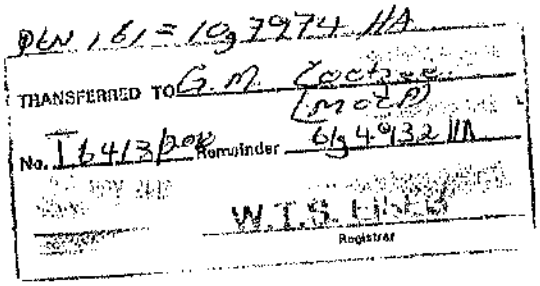


Ptn 165 = 11,0271 Ha





Ptn 161 = 10,7974 Ha



- 5 -

Ptn 166 = 10,5553 ha

J.P. VAN NIEKERK (married)

TRANSFERRED TO D.B.V. STRAUSS (married)

No. T4079/2014 Remainder 40,7469 ha.

28 JUL 2014

J.K. Magliwana
Registrar

Rem = 10.5294 ha

K 339 2014 28 September 2014

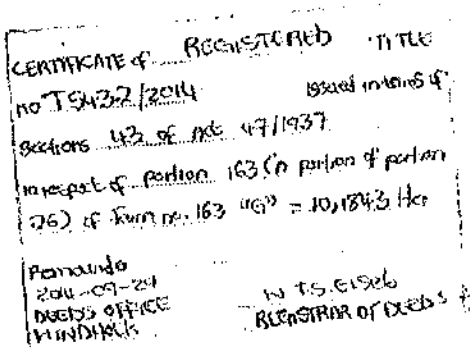
a praedial right of way servitude in perpetuity, 16m metres wide, the north-ern boundary of which is represented by the line DA on diagram S.G. No. A 101/2011 annexed to of transfer No. T 6118/2013 in respect of Ptn 163/A Ptn of Ptn 26 of the farm No 165 in favour of Ptn 164 a Ptn of Ptn 26 of the farm No 165

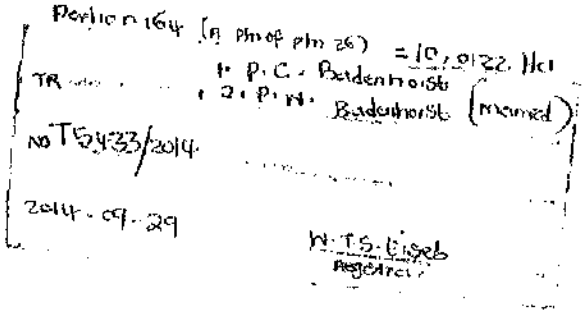
29 SEP 2014 W.F.S. EISEB

CERTIFICATE of REGISTERED TITLE
No T 5431/2014 issued in terms of
Section 42 of Act 47/1937
in respect of Portion 162 (A portion of portion 26)
of farm no. 163 "CP" = 10,0250 Hq
Remarks:
2014-09-29
DEEDS OFFICE W.F.S. EISEB
Registrar of Deeds

For further endorsements see page -6-

-G-

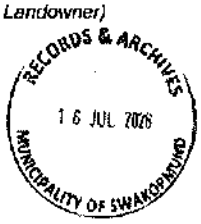

CERTIFICATE of Registered Title
no T5432/2014
issued in terms of
sections 42 of Act 47/1937
in respect of portion 163 (a portion of portion
26) of farm no. 163 "G" = 10,1843 Hct
Remarks
2014-09-29
DEEDS OFFICE
PRETORIA
W.T.S. Eiseb
REGISTRAR OF DEEDS


Portion 164 (a Ptn of ptn 26) = 10,0122 Hct
TR
1. P.C. Bardenhorst
2. P.N. Bardenhorst (married)
no T5433/2014
2014-09-29
W.T.S. Eiseb
Registrar

TOWN PLANNING & PROPERTIES

PO BOX 1552
SWAKOPMUND, NAMIBIA

Van Der Westhuizen Town Planning and Properties CC
(Consultants on behalf of the Registered Landowner)



Date: 14 July 2026

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia

PUBLIC PARTICIPATION REPORT: APPLICATION FOR SUBDIVISION OF THE REMAINDER OF PORTION 26 OF THE FARM NO. 163 INTO PORTIONS A, B AND REMAINDER; AND CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT / FACILITY ON PORTIONS A, B AND REM/PORTION 26 OF THE FARM NO. 163

The matter bear's reference.

We hereby formally submit the Public Participation Report as required by the Municipality of Swakopmund. The objection period ended 22 May 2026.We confirm that **no objection** was received against the intentions of the client.

The application is submitted in compliance with the requirements of the Act and the Municipality's prescribed submission procedures. Kindly find enclosed the complete report documentation as required by the Municipality.

We trust that the submission is in order and complies with all applicable legislative and procedural requirements. We respectfully request that the Report be acknowledged, recorded, and processed.

Yours Faithfully,

A R VAN DER WESTHUIZEN

LIST OF ANNEXURES

Annexure A:	Newspaper advertisements
Annexure B:	Registered Mail
Annexure C:	Site and Municipal Notices

CLASSIFIEDS

GENERAL SERVICES

CLASSIFIEDS

RATES AND DEADLINES

- To avoid disappointment of an advertisement not appearing on the date you wish, please book timeously.
- Classifieds emails and notices 12:00, two working days prior to placing.
- Cancellations and alterations 16:00, two days before date of publication in writing only.

Notices (VAT inclusive)
Legal Notice N$440.00
Lost Land Title N$490.00
Liquor Licence N$575.00
Name Change N$440.00
Birthdays from N$250.00
Death Notices from N$230.00
Tombstone Unveiling from N$230.00
Thank You Messages from N$230.00

Terms and Conditions Apply



CHINESE HEALTH CLINIC (ACUPUNCTURE) MOVED TO WERNER LIST STREET NO.3 WINDHOEK. CALL: 0816264240 / 0813591886 /

NOTICE LEGAL NOTICE

NOTICE

Please take note that Van Der Westhuizen Town Planning & Properties CC on behalf of our Client being the registered owners of Portion 165 (A Portion of Portion 163 of the Farm no 163) herewith intends to apply to the Municipality of Swakopmund for the following:

APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PORTION 165 (A PORTION OF PORTION 163 OF THE FARM NO. 163

It is the intention of our client is to construct and operate a tourist establishment and facility on PTN 165.

Any person having any objection against such application should lodge such objection/s or comment/s in writing within 14 days of the last newspaper publication to both the Chief Executive Officer of the Swakopmund Municipality and the Applicant during normal business hours. Closing date for objection or comments is at 17:00 on 22 May 2026

Contact: Van Der Westhuizen Town Planning & Properties
Tel: 0811224661
Email: andrew@vdwtp.com
P O Box 1395, Swakopmund

NOTICE

Please take note that Van Der Westhuizen Town Planning & Properties CC on behalf of our Clients being the registered owners of Portion 165 (A Portion of Portion 163 of the Farm no 163) herewith intends to apply to the Municipality of Swakopmund for the following:

APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PORTION 165 (A PORTION OF PORTION 163 OF THE FARM NO. 163

It is the intention of our client is to construct and operate a tourist establishment and facility on PTN 165.

Any person having any objection against such application should lodge such objections or comments in writing within 14 days of the last newspaper publication to both the Chief Executive Officer of the Swakopmund Municipality and the Applicant during normal business hours. Closing date for objections or comments is at 17:00 on 22 May 2026

Contact: Van Der Westhuizen Town Planning & Properties
Tel: 0811224661
Email: andrew@vdwtp.com
P O Box 1395, Swakopmund

NOTICE LEGAL NOTICE

NOTICE OF INTENTION

NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT OF 2018 (ACT 9 OF 2018): SUBDIVISION OF REM/ PTN 24 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER, AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REM/ PTN 24 OF THE FARM NO 163

Please take note that Van Der Westhuizen Town Planning and Properties CC, on behalf of our clients, intends to apply to the Swakopmund Municipal Council for the Subdivision of rem/ Portion 24 of the farm no 163 into Portions A, B & Remainder, as well as application for Consent to construct and operate a Tourist Establishment and Facility on Portions A, B and rem/ Portion 24 of the Farm no 163.

Rem/Portion 24 is located at the Swakopmund River Mouth and has an approximate size of 10.33 ha. The land is zoned as agriculture and is currently not being utilized for any specific purpose. The owner is of the intention to subdivide the existing plot into 3 Portions. It is also the intention to apply for tourist establishments on all 3 portions created by the subdivision.

In terms of the Urban and Regional Planning Act of 2018 it is thus required to apply to both the Swakopmund Municipal Council and the Ministry of Urban and Rural Development for approval of such intentions.

Please further take note that as the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotzke Street & Daniel Kamho Avenue.

Any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality of Swakopmund and the applicant within 14 days of the last publication of this notice.

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objection or comment must therefore be submitted by no later than 17:00 on 22 May 2026

Applicants:
Van Der Westhuizen Town Planning & Properties cc
Contact Persons:
Pieter Van Westhuizen
Cell: 0811224661
Email: andrew@vdwtp.com
P.O. Box: 1395,
Swakopmund, Namibia

LIQUIDATION AND DISTRIBUTION ACCOUNTS IN DECEASED ESTATES LYING FOR INSPECTION

In terms of section 35 (5) of Act 66 of 1965 notice is hereby given that the Final and Final Liquidation and Distribution account in the estate specified below will be open for the inspection for all persons interested thereto for a period of 21 (twenty one) days from the date of publication hereof, at the office of the Master of the High Court, Windhoek and the Magistrate's Court.

Should no objection thereto be lodged with the Master or Magistrate concerned during the specified period, the Executor will proceed to make payments in accordance with the account.

MASTER'S REF NO. S 111/2025
ESTATE LATE: RAPHAEL MWAFIL LUSUNGANA
ID NO: 530124 1001 3
MARRIED IN COMMUNITY OF PROPERTY TO: AINA TOMAS
ID: ADMIT DATE 0
DATE OF DEATH: 11/07/2025
LAST ADDRESS:
WINDHOEK, KHOMAS REGION
TANSENN P. AU SIKU
AGENT OF THE EXECUTOR
AUKALI ATTORNEYS
P. O. BOX 23570, WINDHOEK
3773 CHLOE STREET
WINDHOEK NORTH
EMAIL: tangen@aukaliattorneys.com
TEL: + 264 81 213 0291

NOTICE OF APPLICATION IN TERMS OF THE GAMING AND ENTERTAINMENT CONTROL ACT, 2018 (ACT NO. 13 OF 2018) REGULATION 14 FOR INCREASE IN NUMBERS OF GAMBLING MACHINES

NOTICE IS HEREBY GIVEN OF THE APPLICATION FOR INCREASE IN NUMBER OF GAMBLING MACHINES OF WHICH THE DETAILS ARE GIVEN BELOW, ANY PERSON WHO WISHES TO OBJECT TO THE APPLICATION IN TERMS OF REGULATION 14 (6) MAY SUBMIT HIS/HER OBJECTION IN THE PRESCRIBED MANNER TO THE BOARD NOT LATER THAN 21 DAYS AFTER THE PUBLICATION OF THIS NOTICE

NAME OF APPLICANT:
SYLVESTER PHILLIPUS
TYPE OF LICENSE:
GAMBLING HOUSE LICENSE
NUMBER OF GAMBLING MACHINES FOR WHICH THE LICENSE HAS BEEN GRANTED: 2
NUMBER OF GAMBLING MACHINES NOW APPLIED FOR: 10
NAME OF ACCOMMODATION ESTABLISHMENT OR RETAIL LIQUOR BUSINESS:
SUPER SPORT BAR & RESTAURANT
LICENCE NUMBER 225
ERF 3243
KEHEMA, RUNDU

NOTICE LEGAL NOTICE

NOTICE OF ENVIRONMENTAL ASSESSMENT PROCESS FOR PROPOSED MINING CLAIMS

In accordance with the provisions of the Environmental Management Act (No 7 of 2007) and its Regulations (2012), notice is hereby given that applications for Environmental Clearance Certificate (ECCs) are being undertaken for the proposed prospecting and mining activities on the following claims located in the Karas Region, Namibia:

Mining Claims and Locations:
• MC 84193
Proponent: Tjihoto Ueripungeta Maria
Location: Approximately 3 KM km from Omeu Village, Opuwo District
• MC 70467
Proponent: Tjirua Mike CC
Location: Approximately 8.840 km from Omeu Village, Opuwo District
• MC 70427
Proponent: Mbinga Mutjavinandi
Location: Approximately 3 KM km from Omeu Village, Opuwo District

Nature of Activities:
The proposed operations involve the exploration and extraction of Base and Rare Metals within the above-mentioned mining claims.

Assessment Process:
An Environmental Impact Assessment (EIA) process is being conducted to evaluate the potential environmental and socio-economic impacts associated with the proposed activities and to develop appropriate mitigation measures.

Public Participation:
Members of the public and all interested and Affected Parties (I&APs) are invited to register and submit comments, concerns, or requests for additional information regarding the project.

Submission of Comments:
All inputs must be submitted on or before 04 May 2026.

Contact Details:
Environmental Assessment Practitioner (EAP)
Simon Nkeonye
Cell: 081 334 3140



AUCTIONS VEHICLES

AucorNamibia LIVE WEBCAST

BANK REPO & FLEET AUCTION
Thursday 23 April 2026 @ 12:00
Windhoek Properties

VEHICLES ON AUCTION:
2023 SUZUKI JIMNY All GRIP 4X4
2023 SUZUKI JIMNY All GRIP 4X4
2023 SUZUKI JIMNY 4X4
2022 NISSAN NAVARA 2.3 4X4
2022 SUZUKI SWIFT DZIRE 1.2
2021 NISSAN X-TRAIL
2019 TOYOTA QUANTUM GL
2019 JAGUAR XE PRESTIGE
2018 RENAULT DUSTER 1.5 4X4

VEHICLES ON AUCTION:
2018 TOYOTA AVANZA 1.5
2018 BMW 320 D
2017 TOYOTA PRADO
2017 MAHINDRA KUV 100 NA
2017 VOLKSWAGEN GOLF 7
2016 MERCEDES-BENZ C200
2015 VOLVO V40 T4
2015 TOYOTA HILUX S O 4X4
2015 TOYOTA HILUX S O D4D

Viewing: Windhoek: 20-22 April 2026 @ 08:00 - 16:00
Webcast Auction: Thursday 23 April 2026 @ 10:00
T & C apply Buyer's premium of 10% will be charged.
Details subject to change without prior notice.
Contact Us
www.aucornamibia.com

WOHEMA



Give your business the best boost you can!
Advertise in our weekly motoring supplement WOHEMA!
Be it any accessories or gadgets for your vehicle.
Call us on 061 2080800



ADVERTISE HERE! CONTACT 061-2080844

EMPLOYMENT OFFERED

WE LOVE AFRICA FOUNDATION (WLAF, Reg. No. of Company: 2120/2019)

is seeking for a suitably qualified Field Manager who is able to speak Korean with effect from 01 May 2026.

WLAF wants the person having experience of Community Based Project for the vulnerable children.

The applicant should stay and work mostly in Khomas Region, if accepted.

Email your CV to welovea frica foundation@gmail.com

Closing date for applications will be 29 April 2026.

AUCTIONS VEHICLES

KARIBIB TOWN COUNCIL

EXTERNAL VACANCIES ADVERTISEMENT

NOTICE 3 OF 2026

Karibib Town Council as an equal opportunity employer and has internal vacant positions on the established structure as illustrated below;

POSITION	: Town Planner
GRADING	: Patterson Grade _C4
BASIC SALARY SCALE	: N$ 244 005 – N$ 253 914 per annum
HOUSING ALLOWANCE	: 20% of monthly basic salary
HOUSING SUBSIDY	: 40% of monthly basic salary, if paying bond
TRANSPORT ALLOWANCE	: N$ 10 512 per annum
PENSION	: 21.7% contribution by council
MEDICAL AID	: 90% contribution by council
13TH CHEQUE	: N$ 20 337.91

PURPOSE OF THE JOB:
To prepare, coordinate and implement all aspects relating to town planning/urban development in the council and to ensure sustainable and orderly urban development with due cognizance of the environment and national legislation/regulations.

KEY RESPONSIBILITIES
- Long-term development proposals for the town
- Day-to-day management of land use
- Town Planning Scheme
- Divisional Management
- Liaison with internal departments, external institutions and the community
- GIS
- Property Management
- Valuation Roll

MINIMUM REQUIREMENTS
- Diploma in Land Use or Town Planning plus 3 years' experience in town planning or land management OR
- Degree in Town Planning.
- Experience as required by the Town Planning Act for the incumbent to be a registered Town Planner.
- Computer Literacy (MS Office package, CAD/GIS).
- Knowledge of Local Authorities Act.
- Knowledge of Procurement Act & Regulations.
- Good communication and interpersonal skills.
- Sound supervisory skills.
- Code B Driver's License would serve as an added advantage.

POSITION	: Building Inspector (6 Months Contract)
GRADING	: Patterson Grade _C3
BASIC SALARY SCALE	: N$ 203 608.00 per annum

PURPOSE OF THE JOB:
Executes building inspections to ensure building regulations are adhered to and co-ordinate and guide urban development through the establishment of a policy framework for land use, control and development as well as the processing of development applications, in terms of the Town Planning Scheme, relevant government statutes on land administration, Council policies, and regulations. Advise the Manager on the adequacy and desirability of development proposals. Ensure the enforcement of the Regulation and Policies.

KEY RESPONSIBILITIES
- Building and related inspections
- Building Plan approvals and record keeping

MINIMUM REQUIREMENTS
- National Diploma in Civil engineering plus 3 years continuous experience in construction related projects/ civil works OR
- Level 3 trade certificate in Bricklaying and Plastering/ Construction and 5 years practical experience in Construction/ Civil works related.
- Experience in Building Inspection in Local Authorities or Certificate in drawing will serves as an advantage.
- Experience in Microsoft Computer packages
- Knowledge of Local Authorities Act
- Knowledge of Procurement Act & Regulations
- Good communication and interpersonal skills.
- Sound supervisory skills;
- Code B Driver's License would serve as an added advantage

Qualified external candidates must forward their cover letter, CV & certified copies of qualification, ID and all relevant documents to:

The Chief Executive Officer
P.O. Box 19, Karibib.
Enquiries: Mr Reinhold Evenson Tel: 064 550016

(All foreign qualifications must be accompanied by the NQA evaluation report)
PLEASE NOTE
No documents will be returned
Application received by e-mail or fax will be REJECTED
Application received after the closing date and time will be REJECTED

CLOSING DATE: 29 MAY 2026



CLASSIFIEDS

(061) 208 0800/44
classifieds@nepo.com.na
calec@nepo.com.na

GENERAL SERVICES

CLASSIFIEDS

RATES AND DEADLINES

- To avoid disappointment of an advertisement not appearing on the date you wish, please book timeously.
- Classifieds emails and notices 12:00, two working days prior to placing.
- Cancellations and alterations 15:00, two days before date of publication in writing only.

Notices (VAT inclusive)
Legal Notice N$460.00
Lost Land Title N$460.00
Liquor License N$575.00
Name Change N$460.00
Birthdays from N$230.00
Death Notices from N$230.00
Tombstone Unveiling from N$230.00
Thank You Messages from N$230.00

Terms and Conditions Apply



CHINESE HEALTH CLINIC (ACUPUNCTURE) MOVED TO WERNER LIST STREET NO.3 WINDHOEK. CALL: 0816264240 / 0813591886 /

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region:

OMUSATI

1. Name and postal address of applicant: OTTO H. AMUPUTU PO BOX 2041, OSHAKATI
2. Name of business or proposed business to which applicant relates: OUT OF TOWN PARK
3. Address/Location of premises to which Application relates: ONAANGU - ELIM, NEXT TO OMPUNGU OLGA SHOP/LOCATION
4. Nature and details of application: SHEBEEN LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OUTAPI MAGISTRATE'S COURT
6. Date on which application will be Lodged: 09 - 27 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.



ADVERTISE HERE! CONTACT 061-2080844

AUCTIONS VEHICLES

AucorNamibia LIVE WEBCAST

SWAKOPMUND VEHICLE AUCTION
Thursday 30 April 2026 @ 10:00
25 Hidipo Hamutenya Street

VEHICLES ON AUCTION:
2022 MAHINDRA PIK UP S10 4X4
2022 TOYOTA LAND CRUISER V8
2021 FAW TRUCK 8.240FR
2020 TOYOTA HILUX 2.8 4X4
2020 NISSAN NP300 2.5 TDI 4X4
2020 GMC REAR INTERLINK
2020 GMC FRONT INTERLINK
2020 RENAULT TRIBER 1.0
2019 MITSUBISHI ECLIPSE CROSS
2016 FORD EVEREST A2 LIMITED

VEHICLES ON AUCTION:
2017 IVECO STRALIS 430 TRUCK
2016 NISSAN FIESTA
2016 TOYOTA ETIOS 1.5 XS HB
2016 RANGER ROVER 3.0 SDV6
2015 NISSAN NV350
2013 AFRIT FRONT & REAR TANDEM AXLE TRAILER
2013 BMW 320i ACTIVEHYBRID
2013 HYUNDAI ix35 CROSS
2012 VW POLO TSI

Registration & Bidding on: www.aucornamibia.com
Online Bidding Starts: Monday 27 April 2026 @ 10:00
Webcast Auction: Thursday 30 April 2026 @ 10:00
Viewing: Booking 27-29 April 2026 @ 08:00 - 18:00
T & C apply, buyer's premium of 10% will be charged
Details subject to change without prior notice
Contact Us
www.aucornamibia.com

NOTICE LEGAL NOTICE

NOTICE

Please take note that Van Der Westhuizen Town Planning & Properties CC on behalf of our Clients being the registered owner/s of Portion 148 (A Portion of Portion 40) of the Farm no. 163, herewith intends to apply to the Municipality of Swakopmund for the following:

APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PORTION 148 (A PORTION OF PORTION 40) OF THE FARM NO. 163

It is the intention of our client is to construct and operate a tourist establishment and facility on PTN 148.

Any person having any objection against such application should lodge such objections or comments in writing within 14 days of the last newspaper publication to both the Chief Executive Officer of the Swakopmund Municipality and the Applicant during normal business hours. Closing date for objections or comments is at 17:00 on 22 May 2026.

Contact:
Van Der Westhuizen Town Planning & Properties
Tel: 0811224661
Email: andrew@vdwtp.com
P O Box: 1098, Swakopmund

NOTICE LEGAL NOTICE

NOTICE OF INTENTION

NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT OF 2018 (ACT 5 OF 2018): SUBDIVISION OF REMU PTN 38 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER, AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REMU PTN 38 OF THE FARM NO 163

Please take note that Van Der Westhuizen Town Planning and Properties CC, on behalf of our client/s, intends to apply to the Swakopmund Municipal Council for the Subdivision of remi Portion 38 of the farm no 163 into Portions A, B & Remainder, as well as application for Consent to construct and operate a Tourist Establishment and Facility on Portions A, B and on Portion 38 of the Farm no. 163

Beneficiation: 26 is located in the Swakopmund River Pride and has an approximate size of 10.52 ha. The land is zoned as agriculture and is currently not being utilised for any specific purpose. The aim of the intention to subdivide the existing plot into 3 Portions. It is also the intention to apply for tourist establishments on all 3 portions created by the subdivision.

In terms of the Urban and Regional Planning Act of 2018 it is thus required to apply to both the Swakopmund Municipal Council and the Ministry of Urban and Rural Development for approval of such intentions.

Please further take note that:

(a) the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Nakututa Street & Daniel Kamho Avenue.

(b) any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality of Swakopmund and the applicant within 14 days of the last publication of this notice.

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objection or comments must therefore be submitted by no later than 17:00 on 22 May 2026.

Applicant:
Van Der Westhuizen Town Planning & Properties cc
Contact Person: P. van der Westhuizen
Cell: 0811224661
Email: andrew@vdwtp.com
P.O. Box: 1098, Swakopmund, Namibia

NOTICE LEGAL NOTICE

CONSENT USE APPLICATION OTJIWARONGO TOWN PLANNING SCHEME

Consent Use
Accommodation Establishment
Guest House
Location:
Erf 3405, Onaatsveer Extension 12, Otjiwarongo
In terms of the above-mentioned Scheme, notice is hereby given that the owner intends to apply to the Otjiwarongo Municipality for permission to establish an Accommodation Establishment (Guest House) 5-10 bedrooms on the erf.
There may be impact/s/activities of this application may be addressed at the undersigned address.
(a) the principle application shall lies open for inspection at the Technical Department of the Municipality of Otjiwarongo situated at Tambora Road or can be requested from mailto:ndeit@gmail.com).
(b) Any person having any objections to the erection and use of the proposed building or to the proposed use of the land may lodge such objection with the Council and with the applicant in writing within fourteen (14) days after the date of the last advertisement and the undersigned in writing, not later than: Friday, 22 May 2026.
NAME AND ADDRESS OF COUNCIL/ APPLICANT
Chief Executive Officer: Town Planning
Private Bag 2209, Otjiwarongo
E: Malugeng@otjimun.org.na
T: 064 201 3229
The owner of Erf 3405
Onaatsveer Extension 12, Otjiwarongo
E: ofiwalele@gmail.com
T: 065 240 4520

NOTICE LEGAL NOTICE

LIQUIDATION AND DISTRIBUTION ACCOUNTS IN DECEASED ESTATES LYING FOR INSPECTION

In terms of section 35 (5) of Act 66 of 1965 notice is hereby given that the First and Final Liquidation and Distribution account in the estate specified below will be open for the inspection by all persons interested therein for a period of 21 (twenty one) days from the date of publication hereof, at the office of the Master of the High Court, Windhoek and the Magistrate's Court.

Should no objection thereto be lodged with the Master or Magistrate concerned during the specified period, the Executor will proceed to make payments in accordance with the account.

MASTER'S REF. NO. & 1117/2025
ESTATE LATE:
RAPHAEL MWATE ULOWANGA
ID NO. 930128 1001 3
MARRIED IN COMMUNITY OF PROPERTY TO: AINA TOBIAS
ID: 620101 0410 8
DATE OF DEATH: 11/02/2025
LAST ADDRESS:
WINDHOEK, KHOMAS REGION
TANGENI P. AUSKU
AGENT OF THE EXECUTOR
AUSKU ATTORNEYS
P. O. BOX 27078, WINDHOEK
37TI OLGA STREET
WINDHOEK NORTH
EMAIL: tangeni@auskuattorneys.com
TEL: +264 61 243 3261

NOTICE LEGAL NOTICE

NOTICE OF ENVIRONMENTAL ASSESSMENT PROCESS FOR PROPOSED MINING CLAIMS

In accordance with the provisions of the Environmental Management Act (No. 7 of 2007) and its Regulations (2012), notice is hereby given that applications for Environmental Clearance Certificates (ECCs) are being undertaken for the proposed prospecting and mining activities on the following claims located in the Kunene Region, Namibia:

Mining Claims and Locations:

- MC 46193
  Proponent:
  Sihetu Isaforgosio Maria
  Location: Approximately 2 931 km from Otjiwa Village, Opuwo District
- MC 75907
  Proponent: Tjiora Mine CC
  Location: Approximately 8 845 km from Otjiwa Village, Opuwo District
- MC 75923
  Proponent: Mbinge Mahenandu
  Location: Approximately 3 931 km from Otjiwa Village, Opuwo District

Nature of Activities:
The proposed operations involve the exploration and extraction of Base and Rare Metals within the above mentioned mining claims.

Assessment Process:
An Environmental Impact Assessment (EIA) process is being conducted to evaluate the potential environmental and socio-economic impacts associated with the proposed activities and to develop appropriate mitigation measures.

Public Participation:
Members of the public and all interested and affected Parties (I&APs) are invited to register and submit comments, concerns, or requests for additional information regarding the project.

Submission of Comments:
All inputs must be submitted on or before 22 May 2026.
Contact Details:
Environmental Assessment Practitioner (EAP):
Simeon Nasenyoka
Cell: 081 334 8440

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region:

OTJOZONDJUPA

1. Name and postal address of applicant: MELVYN GEISER, P.O.BOX 2219, OTJIWARONGO, NAMIBIA
2. Name of business or proposed business to which applicant relates: TUSHIYA INVESTMENTS CC/2014/01964
3. Address/Location of premises to which Application relates: WOERMANN BROCK, ERF NO 4396, LIBERTINA AMATHILA STREET
4. Nature and details of application: RESTAURANT WITHOUT PUBLIC BAR LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OTJIWARONGO MAGISTRATE'S COURT
6. Date on which application will be Lodged: 23 APRIL -02 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: KUNENE

1. Name and postal address of applicant: LAZARUS NDEKWAPANDA AIPINGE, PO BOX 676, WALVIS BAY
2. Name of business or proposed business to which applicant relates: ENKOMA TRADING CC
3. Address/Location of premises to which Application relates: ONJOKONDO LOCATION, OMBANDOLA VILLAGE, OUTAPI CONSTITUENCY
4. Nature and details of application: SHEBEEN LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OUTAPI MAGISTRATE'S COURT
6. Date on which application will be Lodged: 09 - 27 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

NOTICE

Please take note that Van Der Westhuizen Town Planning & Properties CC on behalf of our Client being the registered owner/s of Portion 136 (A Portion of Portion 40) of the Farm no. 163, herewith intends to apply to the Municipality of Swakopmund for the following:

APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PORTION 136 (A PORTION OF PORTION 40) OF THE FARM NO. 163

It is the intention of our client is to construct and operate a tourist establishment and facility on PTN 136.

Any person having any objection against such application should lodge such objections or comments in writing within 14 days of the last newspaper publication to both the Chief Executive Officer of the Swakopmund Municipality and the Applicant during normal business hours. Closing date for objections or comments is at 17:00 on 22 May 2026.

Contact: Van Der Westhuizen Town Planning & Properties
Tel: 0811224661
Email: andrew@vdwtp.com
P O Box: 1098, Swakopmund

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region:

ZAMBEZI

1. Name and postal address of applicant: NAYAMBO SONIA MARIA PO BOX 7998, NGWEZE
2. In which applicant relates: ERF HOUSE SHEBEEN
3. Address/Location of premises to which Application relates: MACARAVAN EAST, KATIMA MULILO
4. Nature and details of application: SHEBEEN LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: KATIMA MULILO MAGISTRATE'S COURT
6. Date on which application will be Lodged: 09 - 27 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: KHARAS

1. Name and postal address of applicant: JOSEF ANDREAS PO BOX 624, KARASBURG
2. Name of business or proposed business to which applicant relates: JOSE'S BAR
3. Address/Location of premises to which Application relates: ERF 688, WESTDORP, KARASBURG
4. Nature and details of application: SPECIAL LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: KARASBURG MAGISTRATE'S COURT
6. Date on which application will be Lodged: 28 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.



NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: //KARAS

1. Name and postal address of applicant: HAUFIKU MARIA PO BOX 1, KARASBURG
2. Name of business or proposed business to which applicant relates: ERF HOUSE SHEBEEN
3. Address/Location of premises to which Application relates: MACARAVAN EAST, KATIMA MULILO
4. Nature and details of application: SHEBEEN LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: KATIMA MULILO MAGISTRATE'S COURT
6. Date on which application will be Lodged: 09 - 27 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region: OMUSATI

1. Name and postal address of applicant: OTTO H. AMUPUTU PO BOX 2041, OSHAKATI
2. Name of business or proposed business to which applicant relates: OUT OF TOWN PARK
3. Address/Location of premises to which Application relates: ONAANGU - ELIM, NEXT TO OMPUNGU OLGA SHOP/LOCATION
4. Nature and details of application: SHEBEEN LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OUTAPI MAGISTRATE'S COURT
6. Date on which application will be Lodged: 09 - 27 MAY 2026
7. Date of meeting of Committee at which application will be heard: 08 JULY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region:

OTJOZONDJUPA

1. Name and postal address of applicant: OTJIWARONGO SERVICE STATION CC
2. Name of business or proposed business to which applicant relates: OTJIWARONGO SERVICE STATION CC
3. Address/Location of premises to which Application relates: 9 HAGE GEINGOB STREET
4. Nature and details of application: GROCERY LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OTJIWARONGO MAGISTRATE'S COURT
6. Date on which application will be Lodged: 28 APRIL 2026
7. Date of meeting of Committee at which application will be heard: 13 MAY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

NOTICE LEGAL NOTICE

REPUBLIC OF NAMIBIA MINISTRY OF INDUSTRIALISATION AND TRADE, LIQUOR ACT, 1998 NOTICE OF APPLICATION TO A COMMITTEE IN TERMS OF THE LIQUOR ACT, 1998 (REGULATIONS 14, 26 & 33)

Notice is given that an application in terms of the Liquor Act, 1998, particulars of which appear below, will be made to the Regional Liquor Licensing Committee, Region:

OTJOZONDJUPA

1. Name and postal address of applicant: OTJIWARONGO SERVICE STATION CC
2. Name of business or proposed business to which applicant relates: OTJIWARONGO SERVICE STATION CC
3. Address/Location of premises to which Application relates: 9 HAGE GEINGOB STREET
4. Nature and details of application: GROCERY LIQUOR LICENSE
5. Clerk of the court with whom Application will be lodged: OTJIWARONGO MAGISTRATE'S COURT
6. Date on which application will be Lodged: 28 APRIL 2026
7. Date of meeting of Committee at which application will be heard: 13 MAY 2026

Any objection or written submission in terms of section 28 of the Act in relation to the application must be sent or delivered to the Secretary of the Committee to reach the Secretary not less than 21 days before the date of the meeting of the Committee at which the application will be heard.

EMPLOYMENT OFFERED

VACANCY POST

JOIN OUR MEDICAL TEAM

We are hiring a General Practioner (GP) to serve in Tsumeb. If you are a qualified GP with an MBChB degree, HPCNA registration, and committed to patient care, or know a talented doctor looking for an opportunity, we encourage you to apply or share this post.

Send your CV to
calchartcandidat@gmail.com
before
08 MAY 2026.

Give your business the best boost you can! Advertise in our weekly motoring supplement WOEMA! Be it any accessories or tablets for your vehicle.

Call us on 061 2080800

Put the WOEMA back into your business!

SPCA ADOPT A PET

DBV SPCA Windhoek

Adopt a Pet

Open your heart to those in need. Give them a warm & loving home!



CALL THE SPCA ON:
061 258645
OR
0811244520

DONATIONS:
SPCA Windhoek
FNB Account:
62247995915
Code: 280174

LIST OF REGISTERED ITEMS POSTED Ptn 26

by Van Der Westhuizen Town Planning & Properties CC

nampost

Sender's reference no.	Addressee's name and address	Registratic no.
Ptn 56 1	Plot 56 Swakop CC Friedrich B Fiedler, PO Box 4626 Windhoek, 13003	RR 015 205 099 NA
Ptn 55 2	G & NR Van Der Spuy PO Box 97764 Windhoek, 10005	RR 015 205 108 NA
Ptn 163 3	AC & CG Styles PO Box 257 Swakopmund, 13001	RR 015 205 111 NA
Ptn 164 4	PC & PW Pardenhorst PO Box 3055 & Windhoek, 13013	RR 015 205 125 NA
Ptn 166 5	Y Van Rooyen PO Box 983 Swakopmund, 13001	RR 015 205 139 NA
Ptn 167 6	EA Miller PO Box 588 Windhoek, 10005	RR 015 205 142 NA

studio print 28054

Number of items 6 Received by

Date-stamp

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.

P1/185

TOWN PLANNING & PROPERTIES

PO BOX 1598
SWAKOPMUND, NAMIBIA
+264 81 122 4661
+264 81 122 4661
andrew@vdwtp.com

Your Ref: Rem/Portion 26

G & NR VAN DER SPUY
PO BOX 97764
WINDHOEK
NAMIBIA
10005

21 APRIL 2026

Dear Sir/Madam,

APPLICATION FOR SUBDIVISION OF REM/ PTN 26 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER; AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REM/PTN 26 OF THE FARM NO 163.

Notice is hereby given in terms of Urban and Regional Planning Act of 2018 (Act 5 of 2018); that Van Der Westhuizen Town Planning and Properties CC, on behalf of our Client/s, the registered owner/s of Remainder of Portion 26 of Farm No.163, intends to apply to the Swakopmund Municipality for the following:

- **SUBDIVISION OF REM/ PTN 26 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER; AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REM/PTN 26 OF THE FARM NO 163..**

Rem/Portion 26 is located at the Swakopmund River Plots and has an approximate size of 10.53 ha. The land is zoned as agriculture and is currently not being utilized for any specific purpose. The owner is of the intention to subdivide the existing plot into 3 Portions. It is also the intention to apply for tourist establishments on all 3 portions created by the subdivision.

Please further take note that -

(a) The proposed Subdivision plan of the Erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotoka Street & Daniel Kamho Avenue.

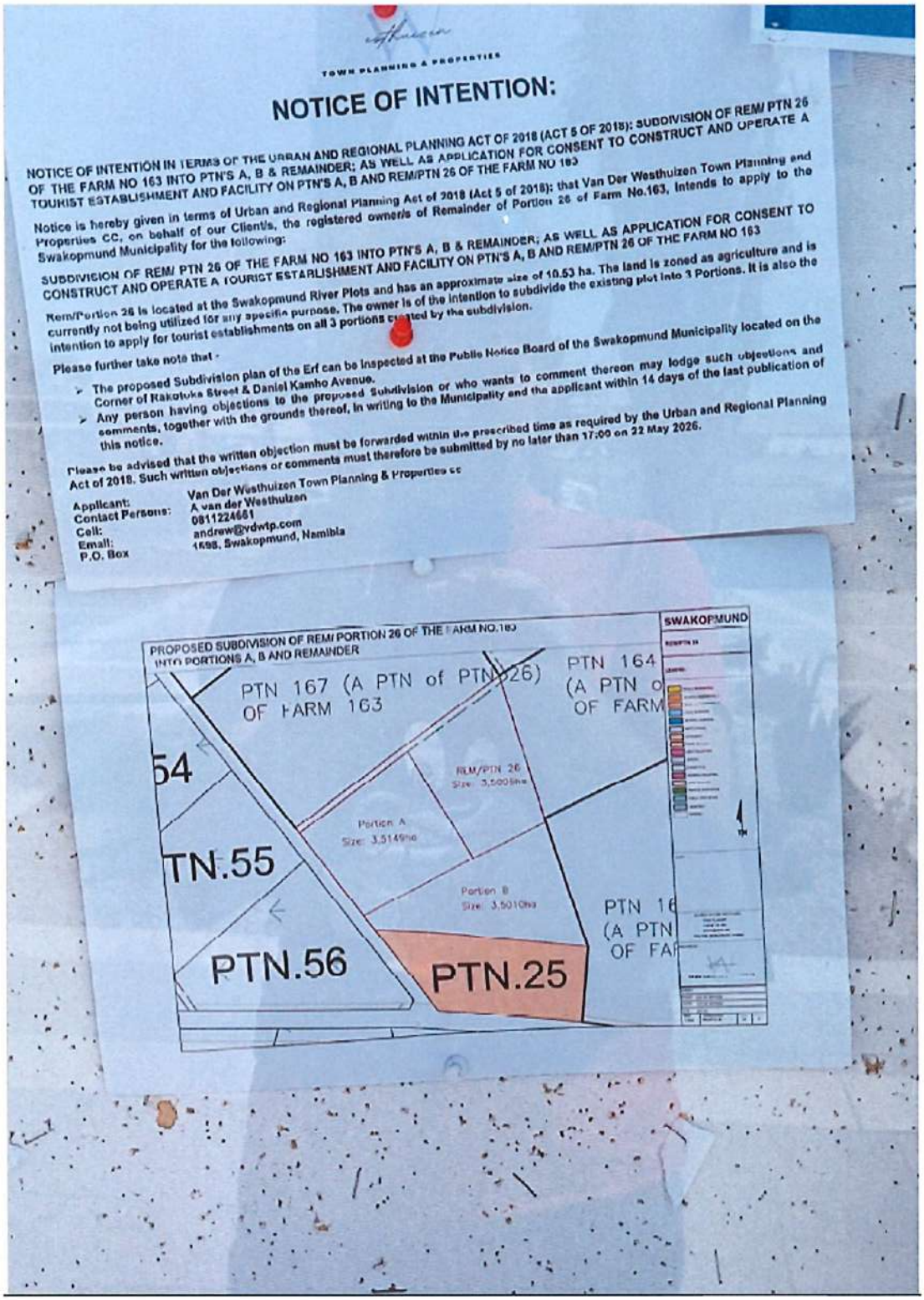
(b) Any person having objections to the proposed Subdivision or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality and the applicant within 14 days of the last publication of this notice.

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objections or comments must therefore be submitted by no later than 17:00 on 22 May 2026.

Yours Faithfully,

A R VAN DER WESTHUIZEN





TOWN PLANNING & PROPERTIES

NOTICE OF INTENTION:

NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT OF 2018 (ACT 5 OF 2018): SUBDIVISION OF REM/ PTN 26 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER; AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REM/PTN 26 OF THE FARM NO 163

Notice is hereby given in terms of Urban and Regional Planning Act of 2018 (Act 5 of 2018): that Van Der Westhuizen Town Planning and Properties CC, on behalf of our Client/s, the registered owner/s of Remainder of Portion 26 of Farm No.163, intends to apply to the Swakopmund Municipality for the following:

SUBDIVISION OF REM/ PTN 26 OF THE FARM NO 163 INTO PTN'S A, B & REMAINDER; AS WELL AS APPLICATION FOR CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT AND FACILITY ON PTN'S A, B AND REM/PTN 26 OF THE FARM NO 163

Rem/Portion 26 is located at the Swakopmund River Plots and has an approximate size of 10.53 ha. The land is zoned as agriculture and is currently not being utilized for any specific purpose. The owner is of the intention to subdivide the existing plot into 3 Portions. It is also the intention to apply for tourist establishments on all 3 portions created by the subdivision.

Please further take note that -

- The proposed Subdivision plan of the Erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Rakotuka Street & Daniel Kamho Avenue.
- Any person having objections to the proposed Subdivision or who wants to comment thereon may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality and the applicant within 14 days of the last publication of this notice.

Please be advised that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act of 2018. Such written objections or comments must therefore be submitted by no later than 17:00 on 22 May 2026.

Applicant:	Van Der Westhuizen Town Planning & Properties cc
Contact Persons:	A van der Westhuizen
Cell:	0811224661
Email:	andrew@vdwtp.com
P.O. Box	1598, Swakopmund, Namibia

PROPOSED SUBDIVISION OF REM/ PORTION 26 OF THE FARM NO.163 INTO PORTIONS A, B AND REMAINDER

PTN 167 (A PTN of PTN 26) OF FARM 163

PTN 164 (A PTN o OF FARM

54

REM/PTN 26 Size: 3,5005ha

Portion A Size: 3,5149ha

TN.55

Portion B Size: 3,5010ha

PTN 16 (A PTN OF FA

PTN.56

PTN.25

SWAKOPMUND

SWAKOPMUND
MUNICIPALITY

+264 64 410 4400 | cmcclune@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Internal Memorandum

To	:	**Manager; Town Planning**
From	:	**General Manager: EUE**
Date	:	**13 July 2026**
Ref	:	**PTN 26 of Farm No. 163**
Subject	:	**SUBDIVISION OF THE REMAINDER OF PORTION 26 OF THE FARM NO. 163 INTO PORTIONS A, B, AND REMAINDER, AND CONSENT TO CONSTRUCT AND OPERATE A TOURIST ESTABLISHMENT / FACILITY ON PORTIONS A, B, AND REM/PORTIONS A, B, AND REMAINDER**

A memo with same subject bears reference.

The application has been reviewed, and application can be considered with the following condition(s),

- that the applicant conducts an Environmental Assessment and submit same to the General Manager: Engineering, Urban Development and Environmental Management for review and approval.
- All additional infrastructure that will be required because of this subdivision and consolidation be for the account of the applicant/owner to the satisfaction of the General Manager: Engineering, Urban Development and Environmental Management and that no construction to considered before approval have been obtained from the General Manager: Engineering, Urban Development and Environmental Management. that the applicant submits a parking layout indicating the parking on-site proportional to the planned activity for the proposed development.
- That the servitude registered over Portion 26 in favour of Portions 162, 163, 164 and for the proposed Portion A.

Regards

SWAKOPMUND MUNICIPALITY
GENERAL MANAGER

C McClune

GENERAL MANAGER: ENGINEERING, URBAN DEVELOPMENT AND ENVIRONMENTAL MANAGEMENT

ENGINEERING,
URBAN DEVELOPMENT AND
ENVIRONMENTAL MANAGEMENT

Engineering, Urban Development & Environmental Management



11.1.30 **REQUEST TO RETAIN ERVEN CURRENTLY OCCUPIED BY:**

- ***MR ALFEUS CHINKANDA KANYANGA, ERF 8293, EXTENSION 30, SWAKOPMUND***
- ***MR PAULUS NAIFO, ERF 8294, EXTENSION 30, SWAKOPMUND***
- ***MR WILSON JACKSON, ERF 8295, EXTENSION 30, SWAKOPMUND***

(C/M 2026/10/29 - E 8293, E 8294, E 8295)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.15,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **PURPOSE**

The purpose of this submission is to request Council to allow Mr Alfeus Chinkanda Kanyanga, Mr Paulus Naifo and Mr Wilson Jackson to remain on the erven they currently occupy in Extension 30, Swakopmund. A locality map of Extension 30 is attached as **Annexure "A"**. The erven in question are Erf 8293, 8294 and 8295.

2. **INTRODUCTION**

This submission highlights the occupation of incorrect erven by Mr Alfeus Chikanda Kanyanga, Mr Paulus Naifo and Mr Wilson Jackson which did not correspond with the database. The result of the approved allocation and donation are thus negatively affected.

The table below clarifies erven allocated to the 3 beneficiaries and erven where they are physically residing on:

NAMES	DONATED ERF	RESIDING ERF	REMARKS
Alfeus Chinkanda Kanyanga	*8294*	*8293*	*Repeal and replace*
Paulus Naifo	*8295*	*8294*	*Repeal and replace*
Wilson Jackson	*8295*	*8295*	*To be considered for allocation and donation*

3. **BACKGROUND**

During the socioeconomic survey conducted by the Housing Section in DRC Proper during 2024, it transpired that the 3 beneficiaries: Mr Wilson Jackson, Mr Alfeus Chikanda Kanyanga and Mr Paulus Naifo are not residing on the correct erven allocated to them.

Mr Kanyanga

The record shows that Mr Kanyanga was registered on Erf 8294, Extension 30, Swakopmund. On **24 November 2025,** under item 11.1.43, Council accordingly approved the donation of Erf 8294 to Mr Kanyanga under phase 3 of the DRC Proper Project and noted Mr Kanyanga's name at No. 152 on the list:

(a) That Council approves the donation of 165 erven in Extension 27, 29, and 30, Swakopmund, to the residents with a threshold, minimum income of N$3,000.00 and above in terms of longest years of occupation and affordability as follows:

102	7963	29	171	Uri-Khos	Imelda Victoria Elma	88110400736	15
103	7964	29	170	Amunyela	Isai Tuyoleni	78090410200	24
104	7986	29	130	Kamati	Reinhold R.	70120300281	24
105	7989	29	125	Van Der Byl	Else	77072710493	8
106	7992	29	120	Hamukwaya	Absalom	76091210742	17
107	8003	29	358	Xoagus	Indirah Razel	93122300850	11
108	8014	29	339	Subeb	Nicky Mubasen	83020510333	17
109	8035	29	375	Elyedy Elyelio	Longer	83102510687	17
110	8036	29	374	/Awaseb	Chrisley Wesley	97051700901	18
111	8040	29	366	Gaeb	Gerson Ulrich	83090510308	15
112	8042	29	489	Areses	Rosa	94050200422	3
113	8043	29	482	Rafaal	Pinias	48050800180	25
114	8044	29	481	Libertine	Nanus	82092710850	14
115	8051	29	456	Sihako Roida	Tjisola	81062510321	14
116	8053	29	461	Friedriqa	Kandjabanga	76060600328	24
117	8055	29	469	Karembera	Maria Nehepa	85101210196	10
118	8058	29	478	Sakaria	Simon	72090800720	22
119	8070	29	579	Awarab	Jesajas	72052910115	8
120	8076	29	571	Kangeama	Asnath Ngurimuye	98012000628	20
121	8097	29	641	Hamumokola	Simon	81052610102	10
122	8102	29	610	Guidao-oes	Memory	90102801258	9
123	8106	29	603	Nawases	Daphine Viginia #Khitani	90100500730	11
124	8108	29	605	Somaeb	Steven Dougles	92031200062	11
125	8123	29	453	Shiteme	Agrippina Mashora	76081210138	25
126	8125	29	602	Johannes	David Pendapala	72092700650	16
127	8126		601	Kashinda	Frida	87062200700	5
128	8135	29	436	Gam-gaebeb	Silvester	94010600772	13
129	8136	29	433	Ndemuweda	Lasarus Latukwafa	79080710113	22
130	8137	29	434	Marungu	Bonifasius	81030310955	16
131	8138	29	431	Kakupa	Edward Viwangu	96073100485	15
132	8154	30	1273	Paulus	Kristof Tugalukeni	82072410304	20
133	8163	30	1258	Mbwalala	Nehemia Ndeyapo	81041310250	13
134	8164	30	1261	Uirab	Besnoit	91102600164	6
135	8167	30	1299	Sivambo	Johannes Mbambi	72030301116	23
136	8171	30	1307	Haihambo	Linius	86032601277	23
137	8213	30	1360	Amunyela	Tuuliki Ndamononghenda	82041710861	13
138	8215	30	1356	Eichab	Lodewyk	98010700916	22
139	8219	30	1352	Dausas	Anmire	89050500617	8
140	8224	30	1359	Iitula	Oskar Shifoleni	82123110752	11
141	8247	30	983	Shanyengana	Phillipus	72050501552	16
142	8253	30	962	Madhiya	Naeman	76052310146	15
143	8255	30	960	Petrus	Alfeus Ndeshipanda	85050810377	6
144	8261	30	974	Paulus Kapitanga		81041310625	16
145	8262	30	975	Muhikila	Evelina Moses	82073110576	15
146	8271	30	883	Joseph	Chihinga Andreas	89010102386	16
147	8272	30	882	Nekanda	Nango V	ID 02041400471	20
148	8280	30	900	Protasius	Carlos	73111910105	11
149	8283	30	805	Simon	Simeon	67083100411	13
150	8284	30	808	Iiyambo	Mateus	79112710083	17
151	8287	30	811	Aindongo	Ludwig Ameya	78053110077	11
152	8294	30	789	Kanyanga	Alfeus Chinkanda	96113000532	14
153	8296	30	791	Toivo	Shatipamba	75063000509	18
154	8300	30	799	Iipinge	Thomas Inamulimbililwa	85100411147	6
155	8324	30	709	Lyakwata	Thomas Tangeni	89070200643	16
156	8330	30	717	Nghilifilwa	Jason	82081110180	25

In fact, Mr Kanyanga currently occupies Erf 8293, Extension 30, Swakopmund and not Erf 8294.

Mr Jackson Wilson

Mr Wilson was advised to submit payslips of co-applicant in order to be considered for the donation of Erf 8295, Extension 30, Swakopmund. **Annexure "E"** is the proof of income of Mr Jonas Nghidipomwene Halwoodi (co-applicant and nephew of Mr Wilson), a declaration of Mr Halwoodi and a sworn declaration by Mr Wilson in which he declares that Mr Halwoodi be his co-applicant.

Mr Paulus Naifo

On **28 November 2024** Council approved under phase 2 of the DRC Proper donation of erven of which Erf 8295 was donated to Mr Paulus Naifo while he currently occupies Erf 8294, Extension 30, Swakopmund, as follows under item 11.1.47; see no 274 on the list:

(a) *That Council approves verified list of erven with the land value in Extension 27, 29 and 30 (DRC Proper) below:*

268	8265	30	908	Emvula	Kornelia	57051600753	594	N$106 000.00
269	8270	30	884	Avia	Frans Mungwetele	99100300268	406	N$74 000.00
270	8275	30	889	Kuwinga	Martha	63092500180	596	N$108 000.00
271	8281	30	899	Silas	Kristian	61080400818	317	N$58 000.00
272	8285	30	807	Petrus	Nalule	72050400071	370	N$66 000.00
273	8288	30	814	Shinyama	Tickiteus	72101001543	589	N$106 000.00
274	8295	30	788	Naifo	Paulus	66020800768	463	N$84 000.00
275	8301	30	802	Johannes	Elifas	76051510249	592	N$106 000.00
276	8302	30	803	Shikongo	Jacob Mekondjo	80010700110	606	N$110 000.00
277	8303	30	744	Paulus	Hilma	84032210314	377	N$68 000.00
278	8305	30	746	Waandja	Jeremia	64120300447	322	N$58 000.00
279	8307	30	748	Johannes	Ooli Simon	65011000192	588	N$106 000.00
280	8312	30	757	Nangombe	Ismael	82010570496	571	N$102 000.00
281	8313	30	760	Tuyeni	Annanias Ileni	64073100203	573	N$104 000.00
282	8314	30	728	Shitumba	Salom	710526110004	402	N$72 000.00
283	8315	30	727	Paulus	Rachel M	86110800473	422	N$76 000.00
284	8316	30	726	Namundjebo	Petrus	82101011317	442	N$80 000.00
285	8318	30	732	Nengola	Paulus	69100500186	595	N$108 000.00
286	8319	30	733	Magano	Lydia	89040400423	600	N$108 000.00
287	8325	30	708	Matheus	Simon	63030305902	304	N$54 000.00
288	8327	30	710	Nghifindaka	Josef P	70010104526	337	N$60 000.00
289	8329	30	714	Aupindi	Etuna Immanuel	81020510331	580	N$104 000.00
290	8331	30	718	Iithete	Sakaria Iithete	610922	574	N$104 000.00
291	8335	30	693	Haibeb	Abraham	76012510152	382	N$6 800.00
292	8336	30	692	Astofer	Titus	83011610387	406	N$74 000.00
293	8338	30	694	Kandjeke	Stefanus H	95111600817	610	N$110 000.00
294	8339	30	697	!Ganeb	Ringo	73072900418	593	N$106 000.00

Shack Dwellers Federation of Namibia:

Mr Paulus Naifo qualified to construct his house under the Shack Dwellers Federation of Namibia. The building material for construction of the house of Mr Naifo was delivered at Erf 8295, Extension 30, Swakopmund which correctly corresponded with the database records. However, the material will eventually be moved to Erf 8294 should Council approve the request.

4. **DISCUSSION**

ERONGO RED: INSTALLATION OF DISTRIBUTION BOARDS

On **06 March 2026** Erong RED furnished a progress report (**Annexure "B"**) and listed erven where they could not find registered occupants. The Housing Section conducted site visits to the erven with concerns. Mr Naifo and the rest of his neighbours were told to relocate to their correct erven according to the records to allow Erongo RED to install distribution boards for them.

However, despite being informed to relocate to the correct erven, all 3 residents refused and continued to reside on erven that were not approved for donation to them.

On **24 March 2026** letters (**Annexure "C"**) were provided to all 3 occupants requesting them to dismantle their structures and move back to the correct erven allocated to them.

Mr Wilson Jackson was unhappy about moving back to Erf 8293, Extension 30, Swakopmund. He reported the matter to the Chairperson of the Management Committee. On **29 April 2026**, a meeting was held in the office of the Mayor with the Chairperson, GM: CS, HC & ICT: Mr Mpasi Haingura, Manager: Properties & Housing: Mr Mahne Kruger, Housing Officials and Mr Jackson Wilson with his relatives.

The meeting concluded that each occupant must remain on the current erven they are occupying and the database be adjusted accordingly. This is because all 3 residents occupied the current erven for many years.

PAST INCIDENT

'In the past, the DRC Septic Tank Truck Team and the DRC Street Cleaning was administered by Informal Settlement Administrator. The truck team was responsible to report the total number of toilet facilities cleaned each morning. In this process the team encountered residents who are not residing on their correct erven. The Informal Settlement Administrator and the truck team embarked on a campaign to record the names of occupants on the erven where the team rendered services in order to update the occupation list.

The then General Manager: Community Development Services informed the team not to continue with the process of adjusting the occupation list as it was incorporated into the Master Waiting List."

ERF 8293 (Previous Erf no 790)

Erf 8293, Extension 30, Swakopmund is zoned General Business and is currently occupied by 3 different households, Mr Kanyanga who is requested to remain on this erf in lieu of Erf 8294, Extension 30 which was previously allocated to him and 2 other household shown in the table below:

Erf	No.	Surname	Name	ID NUMBER	SALARY / STATEMENT (N$)	Number of years of occupancy	Registration Number	Registration Date
790	(1/3)	Shitalangaho	Loini Hifilai	76011000207	NAD 4,264.93	15	**MO 3779**	23/05/2024
790	(2/3)	Naayole	Johannes	70070701377	NAD 7,232.25	8	**MO 3780**	23/05/2024

On **18 May 2026,** letters (**Annexure "D"**) were issued to the 3 occupants informing them that they must remain on the erven they are occupying.

5. **PROPOSAL**

It is proposed that Council approves that Mr Jackson Wilson, Mr Paulus Naifo and Mr Alfeus Chikanda Kanyanga retain the current erven they are occupying. It is further proposed that Erf 8293, Extension 30, Swakopmund be rezoned from General Business to Single Residential. It is also proposed that the 2 households on Erf 8293, Extension 30 be relocated to Wagdaar, Ext 42, Swakopmund.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That the Council resolution taken on 29 September 2022 under item 11.1.44 (a), be repealed and replaced with:

That Council approves the allocation and donation of Erf 8294, measuring 437 m², Extension 30, Swakopmund to Mr Paulus Naifo on condition that the approved conditions on 28 November 2024 under item 11.1.47 remain in force.

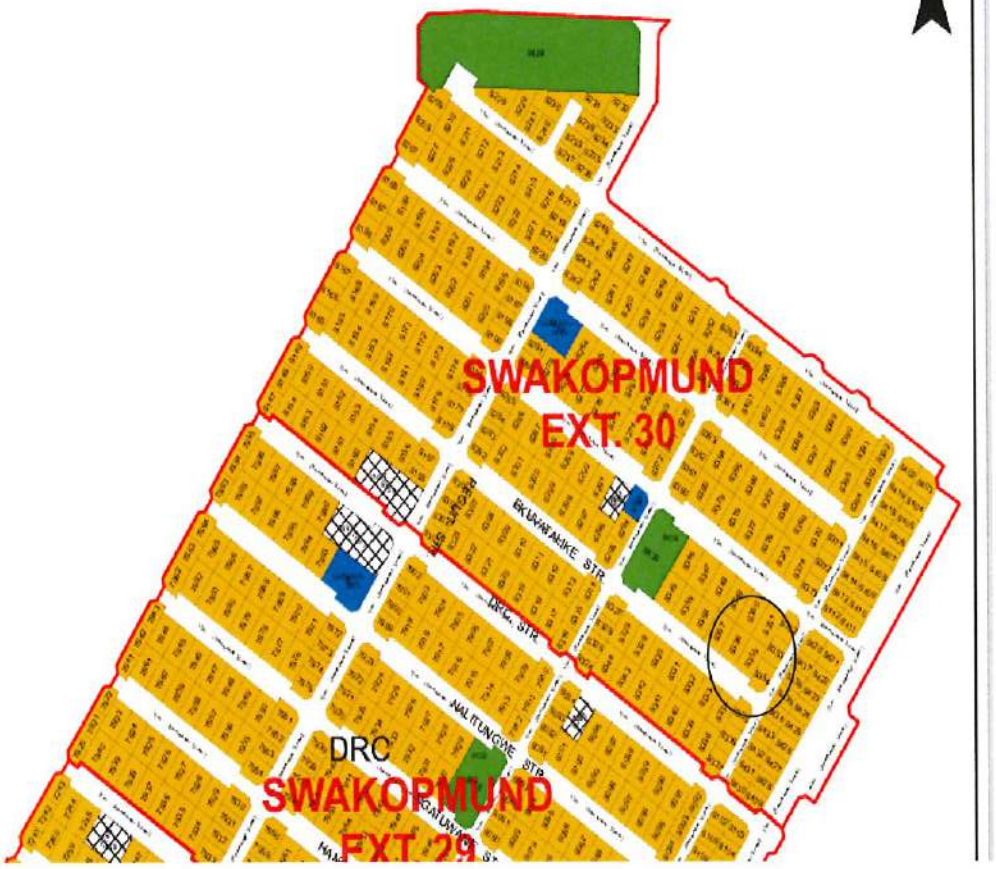
(b) That the Council resolution taken on 24 November 2025 under item 11.1.43 (a) be repealed and replaced with:

That Council approves the allocation and donation of Erf 8293, measuring 428 m², Extension 30, Swakopmund to Mr Alfeus Chikanda Kanyanga on the same condition approved on 24 November 2025 under item 11.1.43 remain enforce.

(c) That Erf 8293, measuring 428 m², Extension 30, Swakopmund be rezoned from General Business to Single Residential at Council's cost to donate Erf 8293 to Mr Alfeus Chikanda Kanyanga subject to the approved conditions of 29 September 2022 and 24 November 2025 to remain in force.

(d) That Erf 8295, measuring 463 m², Extension 30, Swakopmund be donated to Mr Jackson Wilson, who met the set requirement of the highest number of years of occupation with an income of N$ 3000.00 and above.

ANNEXURE "A"



ANNEXURE "B"

Sun Kaross Lifestyle Safaris
NORMAL PAY : SK0325

Employee Name HALWOODI J.N
Period end 31/07/2026
Cost Centre 2 Windpomp

SUN KARROS LIFESTYLE SAFARIS

Sun Kaross Lifestyle Safaris

Employee Name HALWOODI J.N
Employee Nr SK0325
Period end 31/07/2026
Pay rate 5,794.00/Month
I.D. Number 89042900717
Appointment Date 01/07/2022
Occupation Maintenance / Gen Worker

Qty.	Description	FB / Co Contr	Earnings	Deductions
	Basic Salary		5,794.00	
31.96	Sun / Publ Holid - Entry # 1		712.11	
	Sanlam Grp Life			91.08
	Social Security			52.15
	Reference : 90399380			
	***Social Security	52.15		
	***Prime Protector	533.00		

Nett pay distribution

6,362.88 paid by Electronic transfer to SB Swakopmund. Account No. 60006275302

Annual Leave Balance

0.0000 Sick1 leave.
36.0000 Sick 1 leave.
11.0000 Annual 5 leave.

Year to date earnings

Descr.	Value	Tax
Regular	27,455.20	
Overtime	4,911.77	

WINDPOMP 14
BARN YARD CAMP

D-BIT	TOTAL	585.15	6,506.11	143.23
Seq# 29 of 68	NETT PAY	6,362.88		

SWORN/AFFIRMED DECLARATION

SURNAME: [illegible] FULL NAMES: [illegible]

ID NO: [illegible] SEX: [illegible]
RESIDENTIAL ADDRESS: [illegible] TEL: [illegible]
EMPLOYED AT: Unemployed TEL: [illegible]
HOME LANGUAGE: [illegible] BUT I STATE IN ENGLISH

I [illegible] hereby declare that I am hereby giving permission to my nephew Tobias Nghidipohamba Hifikepunye SID No. [illegible] to represent me on E/C 3859 because I am handicapped and I don't have a Passport

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION.
I HAVE NO OBJECTION IN TAKING THE PRESCRIBED OATH.
I CONSIDER THIS PRESCRIBED OATH TO BE BINDING TO MY CONSCIENCE.

PLACE : DRC Swakopmund
DATE : [illegible]
TIME : 14h54

SIGNATURE

I certify that the deponent acknowledged that he/she know and understand the contents of this declaration, which was read through and sworn/affirmed to before me and signature placed on it in my presence at

DRC POLICE STATION on this 05 day of May 2026 at about 14H54

COMMISSIONER OF OATH

NAME : Othilie Amadhila
RANK : W/O
FORCE NO. : [illegible]

DRC POLICE STATION
ANDREAS NELUMBU STREET
PRIVATE BAG 5016
SWAKOPMUND
081 485 7551

SWORN/AFFIRMED DECLARATION

SURNAME HALWOODI FULL NAME JONAS ALEXANDER

ID NO 8904290041 7

SEX MALE AGE 34 YRS OCCUPATION MAINTENANCE

HOME ADDRESS No. 8295 DRC, EKUM TALKS GE CELL/TEL 081 4484457

BUSINESS ADDRESS DWAKEPMUND, AS MAINTENANCE CELL/TEL

MY HOME LANGUAGE OSHIKWANYAMA . BUT I STATE IN ENGLISH

I HEREBY DECLARE UNDER OATH THAT, I WAS GIVEN PERMISSION FROM MY UNCLE, NAMELY: KALSON JACKSON I.D: 6608170009 25. THAT I WILL BE RESPONSIBLITY AND TAKING CARE OF HIS ERF NO: 8295 DRC LOCATION BECAUSE HE NOT WORKING. SINCE I AM WORKING. I WILL ABLE TO TO PAY ANY COST AS I AGREED WITH MY UNCLE

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION. I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH. I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE.

PLACE DRC SIGNATURE

DATE 2026 09 07

TIME 14:30

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS DECLARATION, WHICH WAS READ THROUGH, SWORN TO AND SIGNED IN MY PRESENCE ON THIS 07 DAY OF 09 2026 AT ABOUT 14 H30

NAMIBIA POLICE FORCE DRC POLICE STATION 2026 -09- 07 CHARGE OFFICE ERONGO REGION

014138 SGT

COMMISSIONER OF OATH

NAME: M JHILDEBA

RANK: SERGEANT

FORCE NO: 014138

ADDRESS: MONDESA POLICE STATION

TEL: 064 415 007

15/3/26

Erf No.788

DRC Proper

Ekuva-Talike Str.

Swakopmund

18 March 2026



The Chief executive

PO Box 53

Municipality of Swakopmund

Namibia

COMPLAIN REGARDING ILLEGAL ENCROACHMENT OF MY ERF NO.788

Dear sir/Madam

I am **Wilson Jackson** a resident of Swakopmund, DRC proper settlement, I wish to bring a concern of encroachment of my erf No.788 to your attention which is located in DRC, Ekuva-Talike street Swakopmund that has been illegal encroached by Paulus Naifo, who occupied my erf no.788 during the re-arrangement of erf without my concern. I have been living at that erf since 2006 up to date, despite request of encroacher has been refused to hold on. To add on my point, he (Mr Paulus) did not inform me or anyone that lives there.

Today the 18th of March 2026, the toilet that belong to my erf was demolished by people instructed by municipality of Swakopmund. I kindly request your respective office to intervene and resolve the matter as soon as you can.

I am looking forward for a quick positive response and your co-operation will be highly appreciated.

Thank you!

Yours sincerely

Wilson Jackson (0814484457)

Signature:

Chief Executive Officer:

ANNEXURE "C"

DRC TEMPORARY CONNECTION BENEFICIARIES SUMMARY

SEQUENCE #	OLD ERF NO.	NEW ERF NO.	CUSTOMER NAME	SURNAME	CONTACT NUMBER	PAID IN FULL (Y/N)	DONE (Y/N)	INSTALLED READY BOARD :	INSTALLED AND JOINT SUPPLY CABLE :	TERMINATED SUPPLY CABLE IN READY BOARD :	TERMINATED SUPPLY CABLE IN MOSK / METER :	INSTALLED SPLIT PRE-PAID METER	TESTED AND C.O.C :	COMMENTS :
1	1280	8157	MATIAS	HAINDONGO	0813966070	YES	Yes	YES	YES	YES	YES	04 2929 8965 6	YES	Kiosk KL17 3 - DONE!
2	1298	8166	NELIMBO	APIAS	0813088718	YES	Yes	YES	YES	YES	YES	04 2929 8851 8	YES	Kiosk KL18 3 - DONE!
3	2	7475	SONIA	KAMATI	0812991393	YES	Yes	YES	YES	YES	YES	04 2908 2419 0	YES	(Kiosk KH9 1) - Done!
4	583	7956	ABRAHAM	JOHANNES	0812060136	YES	Yes	YES	YES	YES	YES	04 2908 2416 8	YES	(Kiosk KH1 3) - Done!
5	669	7918	ADELINA	KAMATI	0812990923	YES	Yes	YES	YES	YES	YES	04 2908 2546 4	YES	(Kiosk KH9 3) - Done!
6	272	7358	TIMOTEUS	OWOSEB	0812673223	YES	Yes	YES	YES	YES	YES	04 2922 3981 3	YES	Kiosk KH3 2 - Done!
7	898	~~6277~~ 8276	UNEKEKELA	MWAHANGAVANA	0812488096	YES	Yes	YES	YES	YES	YES	04 2922 5530	YES	ERF Number changed to ERF 8276
8	944	8304	PRISCILLA	MAMBASE	0817046722	YES	Yes	YES	YES	YES	YES	04 2922 5532 2	YES	Kiosk KL11 4; DONE!
9	1296	8165	ADELHEID	GAOSES	0812985911	YES	Yes	YES	YES	YES	YES	04 2922 5526 5	YES	Kiosk KL16 3; DONE!
10	40	7516	FILLEMON	MWANDINGI	081252963	YES	Yes	YES	YES	YES	YES	04 2929 8958 1	YES	Kiosk KH6 1; DONE!
11	587	8066	RENATHE	OKURUS	0817441523	YES	Yes	YES	YES	YES	YES	04 2922 5585 5	YES	Kiosk KH3 1; DONE!
12	505	8304	GODFRIED	KANYANGA	0814775529	YES	Yes	YES	YES	YES	YES	04 2920 8809 6	YES	Kiosk KL12 4; DONE!
13	1067	7272	MARIA	ANGOMBE	0813539671	YES	Yes	YES	YES	YES	YES	0428224 1991	YES	Kiosk KL18 8; DONE!
14	1277	8156	MARTIN	KAMATI	0818563155	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KL13 2 Done!
15	927	8392	EWALD	GANTEB	0814109383	YES	Yes	YES	YES	YES	YES	0428 2989763	YES	Kiosk KL12 5; DONE!
16	218	7416	CECILE	URSES	0817245615	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KH2 3; Done!
17	382	7418	LENCIA	NOWOTES	0816538909	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KH2 3; Done!
18	264	7962	CATRINA	GAESES	0817227854	YES	Yes	YES	YES	YES	YES	0428082 9589	YES	Kiosk KH3 1; Done!
19	1282	8177	GEORGE	KARUNGA	0812505706	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KL17 2; Done!
20	834	8349	JOHANNES	CAMPANZA	0813706719	YES	Yes	YES	YES	YES	YES	0428 3879 388	YES	Kiosk KL14 1; Done!
21	1368	8208	MAHANGA	TJWINGA	0817258897	YES	Yes	YES	YES	YES	YES	4298867291	YES	Kiosk KL110 3; Done!
22	803	8302	JACOB	SHIKONGO	0812951997	YES	Yes	YES	YES	YES	YES	4298868785	YES	Kiosk KL16 2 - DONE!
23	1174	7942	RONNIE	GAESEB	0814124170	YES	No							CABLE FAR FROM HOUSE Kiosk KL111 4 - CONNECT (Install meter - READY'S & service cable) - WAITING FOR SWK MUN FEEDBACK - DISCUSSED AGAIN WITH THE OWNER AND THE MUNICIPALITY THAT HE IS ON THE WRONG ERF AND MUST MOVE HIS HOUSE TO THE CORRECT ERF . OWNER TO CONTACT US WHEN HE HAS FINISHED MOVING SO THAT WE CAN COMPLETE THE INSTALLATION.
24	1227	7983	ERICA	GAOSES	0812846499	YES	No	YES	YES	YES	NO	04 2929 8979 7	NO	Kiosk KH3-3; no jumper, no supply cable tails and earth wire
25	260	7948	Ndjambuli	ANDREAS	0812279722	YES	Yes	YES	YES	YES	YES	04 2929 8849 2	YES	Kiosk KH3-1; DONE!
26	174	7962	HAITEMBU	MOSES	0812634239	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KH1-2; Done!
27	980	8244	HILARIA	SEIBES	0814815117	YES	Yes	YES	YES	YES	YES	04 2929 8848 4	YES	Kiosk KL112 3; DONE!
28	88	7932	SHAMUSHONGO	NDUNGO	0812143795	YES	Yes	YES	YES	YES	YES	04 2939 82027	YES	Kiosk KH5-3; DONE!
29	677	7930	PENEKUPIFO	SHEVAYAU	0812264844	YES	Yes	YES	YES	YES	YES	04 2939 83632	YES	Kiosk KH5-3; DONE!
30	796	8320	LEA	OYUUME	0816516700	YES	Yes	YES	YES	YES	YES	04 2922 3970 8	YES	Kiosk KK1 3; DONE!
31	977	8243	MWATONDANGE	FIYENIPO	0812130615	YES	Yes	YES	YES	YES	YES	04 2929 88458	YES	Kiosk KL112 3; DONE!
32	104	7286	ANNA	KAUTONDOKWA	0814533990	YES	Yes	YES	YES	YES	YES	METER NO	YES	Kiosk KH7 2; DONE!
33	1156	8[illegible]	LAFET	HAISHONGO	0812444882	YES	No	YES	YES	YES				ERF NUMBER INCORRECT ACCORDING TO OWNER. HE SAYS IT SHOULD BE 7857
34	1363	8226	PETRINA	SHIPOFYTIB	0812782192	YES	Yes	YES	YES	YES	YES	04 2929 88724	YES	Kiosk KL110 1; Done!
35	1354	8221	JOACHIM	GOASEB	0812582906	YES	Yes	YES	YES	YES	YES	04 2929 88643	YES	Kiosk KL110 1; Done!
36	958	8254	ERASMUS	MAPELE	0813432295	YES	Yes	YES	YES	YES	YES	04 2938 62994	YES	Kiosk KL11 4; DONE!
37	328	7999	SUSANNA	HOMES	0817188947	YES	Yes	YES	YES	YES	YES	04 2928 82044	YES	Kiosk KL16 1; DONE!
38	865	8360	NDAPANDULA	NEMULE	0817931502	YES	Yes	YES	YES	YES	YES	04 2929 88514	YES	Kiosk KL12 1; DONE!
39	496	7938	FATIMA	NDAHOLENWA		YES	Yes	YES	YES	YES	YES	04 2938 79781	YES	Kiosk KK15 1; DONE!

SEQUENCE #	OLD ERF NO.	NEW ERF NO.	CUSTOMER NAME	SURNAME	CONTACT NUMBER	PAID IN FULL (Y/N)	DONE (Y/N)	INSTALLED READY BOARD :	INSTALLED AND JOINT SUPPLY CABLE :	TERMINATED SUPPLY CABLE IN READY BOARD :	TERMINATED SUPPLY CABLE IN KIOSK / METER :	INSTALLED SPLIT PRE PAID METER	TESTED AND C.O.C :	COMMENTS :
70	1012	7535	SHUSHILELE	SHAAMENA	0813722864	YES	Yes	YES	YES	YES	YES	04292989177	YES	Kiosk KII7-2, DONE!
71	567	~~8099~~ 8099	PETRUS	JOHANNES	0813067285	YES	No	YES	YES	YES		04292256654		ERF NUMBER CHANGED TO 8078 BY SWK MUN Kiosk KKK4-2; NEED CLARIFICATION SWK MUN
72	1361	7846	GERT	LOUW	0815782935	YES	Yes	YES	YES	YES	YES	04293372056	YES	Kiosk KKK6-4, DONE!
73	395	8028	HEINRICH	BLASIUS	0817838329	YES	Yes	YES	YES	YES	YES	04292288898	YES	Kiosk KJJ3-2; DONE!
74	1013	7247	SAMUEL	NAVABANDI	0812084300	YES	Yes	YES	YES	YES	YES	04293368720	YES	Kiosk KJJ13-2; DONE!
75	582	8069	MARTHA	HAMUNJAYA	0812952583	YES	Yes	YES	YES	YES	YES	04292988831	YES	Kiosk KKK3-1; DONE!
76	~~454~~ 458	~~8107~~ 8123	AGRIPPINA	SHITEMA		YES	Yes	YES	YES	YES	YES	04293062812	YES	ERF NUMBER CHANGED TO 8123 BY SWK MUN Kiosk KJJ3-4, DONE!
77	1242	8147	PATRICK	MARAEB	0817080166	YES	Yes	YES	YES	YES	YES	METER NOT	YES	Kiosk KJJ8-3, DONE!
78	866	8163	TEOFILUS	NGHITDANOKA	0812928779	YES	Yes	YES	YES	YES	YES	04292298825	YES	Kiosk KJJ2-1; DONE!
79	679	7914	JASON	ASHIPALA	0812325170	YES	Yes	YES	YES	YES	YES	04292985425	YES	Kiosk KKK1-1; DONE!
80	343	8012	MALUS	KANDJUMI	0814399919	YES	Yes	YES	YES	YES	YES	04292988722	YES	Kiosk KJJ5-2; DONE!
81	536	7936	ROSALIA	SHIPULENI	0818095020	YES	Yes	YES	YES	YES	YES	04292988052	YES	Kiosk KKK5-3; DONE!
82	1298	8184	JACQUELINE	GORASES	0812579716	YES	Yes	YES	YES	YES	YES	04292989021	YES	Kiosk KJJ8-1; DONE!
83	1068	7268	FENNI	AIYANE	0818045730	YES	Yes	YES	YES	YES	YES	04292988302	YES	Kiosk KJJ9-3; DONE!
84	789	8154 (Beneficiary resides on Erf 8153)	ALBERTH	KALIREMBI	0814884570	YES	Yes	YES	YES	YES	YES	04293981608	YES	ERF NUMBER CHANGED TO 8153 BY SWK MUN Kiosk KJJ5-3; DONE! INSPECTOR TO CONFIRM IT HAS BEEN TESTED & COC ISSUED
85	1137	7833	ESTER	ITA	0812899568	YES	Yes	YES	YES	YES	YES	04292988307	YES	Kiosk KJJ13-1; DONE!
86	1067	7257	PETRUS	DVULUVALE	0812837832	YES	Yes	YES	YES	YES	YES	42929880259	YES	Kiosk KJJ9-2; DONE!
87	788	8295	PAULUS	NAFIO	0813381148	YES	No	YES	YES	YES	NO	04292981184	NO	Kiosk KJJ8-2; (CoC) - CORRECT
88	521	7941	JOHANNES	FRANS	0812465375	YES	Yes	YES	YES	YES	YES	04293865460	YES	Kiosk KKK5-2; DONE!
89	1075	7749	PAULUS	NEKONGO	0816494341	YES	Yes	YES	YES	YES	YES	04292989124	YES	Kiosk KJJ5-1; DONE!
90	339	7981	VELIO	HILENI	0813324104	YES	Yes	YES	YES	YES	YES	04292251160	YES	Kiosk KJJ8-1; DONE!
91	873	8166	UEBHARDINE	OAUSES	0813490018	YES	No	YES	YES	YES	NO	04292238828	NO	Kiosk KJJ2-2; (CoC) INSPECTOR TO CONFIRM IT HAS BEEN TESTED & COC ISSUED
92	726	8316	PETRUS	NAMUNDJEBO	0813311692	YES	Yes	YES	YES	YES	YES	04292238849	YES	Kiosk KKK1-4; DONE! INSPECTOR TO CONFIRM IT HAS BEEN TESTED & COC ISSUED
93	1038	7761	MARTHA	NAMBILI	0813789964	YES	Yes	YES	YES	YES	YES	04293871818	YES	Kiosk KJJ10-3; DONE!
94	631	8088	JAMON	ELIFAS	0816685469	YES	Yes	YES	YES	YES	YES	04292983968	YES	Kiosk KKK2-2; DONE!
95	899	8281	KRISTIAN	SILAS	0812175752	YES	Yes	YES	YES	YES	YES	04292989492	YES	Kiosk KLL12-1; DONE!
96	424	7925	SELMA	KASHE	0813329394	YES	Yes	YES	YES	YES	YES	04292984426	YES	Kiosk KKK4-3; DONE!
97		8084	EPAFRANS	SHIKONGO	0816824748	YES	Yes	YES	YES	YES	YES	04293866557	YES	Kiosk KKK3-3; DONE!
98	705	8343	FESTUS	SHIIHUNYENGA	0812099213	YES	Yes	YES	YES	YES	YES	42988548833	YES	Kiosk KKK2-3; DONE!
99	1320	8201	DILEEN	NAOBES	0812387795	YES	Yes	YES	YES	YES	YES	UNKNOWN	YES	NO METER - Still waiting for kiosk Kiosk KLL9-2; DONE!

ANNEXURE "D"

SWAKOPMUND
The Centre of Adventure

+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: **E 8294**

Enquiries: **C Awaseb**

24 March 2026

Mr Alfeus Chinkanda Kanyanga
Swakopmund
13001

Dear Sir

REQUEST TO RELOCATE TO YOUR ERF 8294, EXT 30, SWAKOPMUND

We refer to the above subject matter.

Our records show that you were allocated Erf 8294 (789), Ext 30, Swakopmund on **24 November 2025**.

Erf 8293 (790) which you occupy is zoned General Business. Therefore, you are requested to move over to your correct erf as soon as possible. An inspection will be conducted on Tuesday, **05 May 2026** to ensure the area is clear.

For any further enquiries, please do not hesitate to contact Mr C Awaseb at ☎ 064-4104231.

Yours faithfully

MANAGER: PROPERTY & HOUSING
HEAD OFFICE
2026 -03- 31
C/o D Kamho Ave
Rakutoka Str
SWAKOPMUND MUNICIPALITY

Marnie Kruger
MANAGER: Properties & Housing
/ca

CC: Paulus Petaya

SWAKOPMUND
The Centre of Adventure

+264 64 410 4111 | swamun@swakmun.com.na | P.O Box 53, Swakopmund, Namibia

Ref No: **E 8295**

Enquiries: **C Awaseb**

24 March 2026

Mr Paulus Naifo
Swakopmund
13001

Dear Sir

REQUEST TO RELOCATE TO YOUR ERF 8294, EXT 30, SWAKOPMUND

We refer to the above subject matter.

Our records show that you occupied Erf 8295 (788), Ext 30, Swakopmund for years until Council officially donated it to you on **28 November 2024** under item 11.1.47.

Erf 8294 (789) which you occupy belongs to Mr Alfeus Chinkanda Kanyanga as approved by Council on **24 November 2025** under item 11.1.43. Therefore, you are requested to move over to your correct erf as soon as possible. An inspection will be conducted on Tuesday, **05 May 2026** to ensure the erf is occupied by the rightful owner.

For any further enquiries, please do not hesitate to contact Mr C Awaseb at 064-4104231.

Yours faithfully

MANAGER: PROPERTY & HOUSING
HEAD OFFICE
2026 -03- 31
C/o D Kamho Ave
Rakutoka Str
SWAKOPMUND MUNICIPALITY

Majine Kruger
MANAGER: Properties & Housing
/ca

CC: Paulus Petaya

SWAKOPMUND
The Centre of Adventure

+264 64 410 4111 | swkmun@swkmun.com.na | P.O Box 53, Swakopmund, Namibia

Ref No: E 8295

Enquiries: C Awaseb

24 March 2026

Mr Wilson Jackson
0814484457
Swakopmund
13001

Dear Sir

COMPLAIN REGARDING ILLEGAL ENCROACHMENT OF ERF 788

We acknowledge receipt of your letter dated **18 March 2026**, the content whereof is noted.

Our records show that you were allocated Erf 8293 (790), Ext 30, Swakopmund which is now rezoned to General Business on **09 September 2009**.

Erf 8295 (788) belongs to Mr Paulus Naifo as approved by Council on **28 November 2024** under item **11.1.47**. Therefore, you are requested to move over to your correct erf as soon as possible. An inspection will be conducted on Tuesday, **05 May 2026** to ensure the erf is occupied by the rightful owner.

Please note that the Shack Dwellers Federation of Namibia is in a process to build a house for Mr Naifo on his correct erf.

For any further enquiries, please do not hesitate to contact Mr C Awaseb at ☎ 064-4104231.

Yours faithfully

MANAGER: PROPERTY & HOUSING
HEAD OFFICE
2026 -03- 24
C/o D Kamho Ave
Rakutoka Str
SWAKOPMUND MUNICIPALITY

Mahrie Kruger
MANAGER: Properties & Housing
/ca

CC: Paulus Petaya

ANNEXURE "E"

SWAKOPMUND
The Centre of Adventure

+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: E 8293

Enquiries: C Awaseb

18 May 2026

Mr Alfeus Chikanda Kanyanga
Swakopmund
13001

Dear Sir

- **CANCELLATION OF A REQUEST DATED 24 MARCH 2026 TO RELOCATE TO ERF 8294, EXT 30, SWAKOPMUND**
- **REQUEST TO REMAIN ON ERF 8293, EXT 30, SWAKOPMUND**

We refer to our letter dated **24 March 2026** and the meeting with the Chairperson of the Management Committee, the Manager: Properties & Housing and the officials of Housing Section on **29 April 2026.**

Please be advised that you must remain on Erf 8293, Ext 30, Swakopmund which you are currently occupying.

You are further advised that the proposed changes from Erf 8294 to Erf 8293 will be submitted to Council's Internal Forums for decision making whereafter we will revert to you.

For any further enquiries, please do not hesitate to contact Mr C Awaseb at 064-4104231.

Yours faithfully

GENERAL MANAGER Corporate Services, Human Capital & ICT 2026 -05- 18 MUNICIPALITY OF SWAKOPMUND

Mpasi Haingura
GENERAL MANAGER: CORPORATE SERVICES, HC & ICT
/ca

SWAKOPMUND
The Centre of Adventure

+264 64 410 4111 | swkmun@swkmun.com.na | P.O Box 53, Swakopmund, Namibia

Ref No: **E 8294**

Enquiries: **C Awaseb**

18 May 2026

Mr Paulus Naifo
Swakopmund
13001

Dear Sir

- **CANCELLATION OF A REQUEST TO RELOCATE TO ERF 8295, EXT 30, SWAKOPMUND DATED 24 MARCH 2026**
- **REQUEST TO REMAIN ON ERF 8294, EXT 30, SWAKOPMUND**

We refer to our letter dated **24 March 2026** and the meeting with the Chairperson of the Management Committee, the Manager: Properties & Housing and the officials of Housing Section on **29 April 2026**.

Please be advised that you must remain on Erf 8294, Ext 30, Swakopmund which you are currently occupying.

You are further advised to inform the Shack Dwellers Federation of Namibia that the construction of the house will not be on Erf 8295, Ext 30, Swakopmund but on Erf 8294, Ext 30, Swakopmund. The matter will be submitted to Council's Internal Forums for decision making whereafter you will be notified to proceed with the construction work.

For any further enquiries, please do not hesitate to contact Mr C Awaseb at ☎ 064-4104231.

Yours faithfully

GENERAL MANAGER Corporate Services, Human Capital & ICT 2026 -05- 18 MUNICIPALITY OF SWAKOPMUND

Mpasi Haingura
GENERAL MANAGER: CORPORATE SERVICES, HC & ICT
/ca

11.1.31 **RESUBMISSION: APPLICATION FOR CANCELLATION OF THE TRANSACTION AND FURTHER ACTION REGARDING ERF 2283, MATUTURA, EXTENSION 10 - MR WILLIWARD NARIB AND MS RINA NARIS**
(C/M 2026/10/29 - E 2283 M)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.16,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **PURPOSE**

The purpose of this submission is to place before Council the current status of Erf 2283, Matutura, Extension 10, occupied by Mr Williward Narib and Ms Rina Naris, and to request Council to consider:

(a) canceling the transaction relating to Erf 2283, Matutura, Extension 10, in accordance with the applicable terms of the Tripartite Agreement;

(b) authorizing National Housing Enterprise (NHE), to take the necessary steps to recover possession of the property and institute eviction proceedings, should the occupants fail to vacate voluntarily

2. **BACKGROUND**

Mr Williward Narib and Ms Rina Naris entered into a Tripartite Agreement with the Municipality of Swakopmund and the National Housing Enterprise (NHE) on **09 November 2018** under the Mass Housing Development Programme in respect of Erf 2283, Matutura, Extension 10 (**Annexure A**).

In terms of clause 4.3 of the Tripartite Agreement, the beneficiaries were required to secure financing in the amount of N$442,875.00 within the prescribed period to finance the construction/improvements on the property.

The beneficiaries did not secure the required financing and no loan account was subsequently established. Notwithstanding the failure to fulfil this obligation, Mr Narib and Ms Naris have remained in occupation of the property.

A notice of cancellation dated **01 September 2021** was issued to the beneficiaries (**Annexure B**). The beneficiaries responded on **13 September 2021** requesting Council not to cancel the transaction (**Annexure C**).

3. **PREVIOUS COUNCIL RESOLUTIONS**

On **25 November 2021**, under Item 11.1.19, Council considered the cancellation of the transaction and the proposed eviction of Mr Williward Narib and Ms Rina Naris as follows:

"(a) That the Acting General Manager: Corporate Services & Human Capital consults with the attorneys to confirm whether Council can cede its rights to National Housing Enterprise to take the necessary action.

(b) That it be recorded that Council does not support evictions of families from their houses.

(c) That the Acting General Manager: Corporate Services & Human Capital obtains a legal opinion for the transfer of National Housing Enterprise to Council to prevent evictions of families."

On **01 December 2022**, Council sought legal opinion from Messrs Kinghorn Associates advised, that Council was entitled to proceed with cancellation of the transaction in view of the beneficiaries' failure to comply with their obligations (**Annexure D**).

The matter was subsequently considered by the Management Committee on **09 February 2023**, and Management Committee resolved, inter alia:

"(a) That the matter be referred back to the Special Management Committee Meeting of 21 February 2023.

(b) That Mr Williward Narib and Ms Rina Naris be requested to submit a letter of explanation or motivation regarding their failure to pay their municipal debts.

(c) That the consideration at that stage would relate to the municipal account and not the NHE account."

The beneficiaries subsequently submitted correspondence dated **09 February 2023** and **04 April 2023**, in which they undertook to recommit themselves to payments of N$2,200.00 per month towards the housing obligation and N$1,000.00 per month towards rates and taxes (**Annexure E & F**).

On **29 May 2023** Council resolved Under Item 11.1.7, that:

"(a) That NHE provides written confirmation to Council whether it accepts the monthly payment of N$2,200.00 and whether such payment would be regarded as occupational rent or as instalments towards the bond repayment.

(b) That upon confirmation from NHE to proceed with the transfer of the property into the name of the Narib family, Messrs Kinghorn Associates be informed accordingly."

On **08 August 2024**, the matter was subsequently submitted to Council under Item 11.1.3, following the application by Messrs Andreas Hamunyela Legal Practitioners on behalf of NHE for approval to institute eviction proceedings, and Council resolved:

"That the matter be referred to NHE to negotiate for an affordable instalment with the affected party as a last resort."

4. **DISCUSSION**

The beneficiaries have continued to occupy Erf 2283, notwithstanding that the matter has remained unresolved for approximately eight years since the Tripartite Agreement was concluded in November 2018. The outstanding housing obligation relating to the cost of the house/improvements remains N$442,875.00, while the municipal services account has increased to approximately N$26,164.66.

The beneficiaries previously undertook to pay N$2,200.00 per month towards the housing obligation and N$1,000.00 towards rates and taxes. However, the latest information available does not demonstrate sustained compliance with these commitments or the establishment of a payment arrangement with NHE.

Council has previously afforded the beneficiaries several opportunities to regularise their position, including referral to NHE by resolution of 08 August 2024 to negotiate an affordable instalment arrangement as a last resort. The continued occupation without demonstrated compliance has prevented finalisation of the transfer and may affect the Municipality's ability to allocate housing opportunities to other qualifying beneficiaries.

NHE's legal representatives previously advised that, should the transaction be cancelled, legal proceedings may be instituted for recovery of possession and other appropriate relief, including occupational rental. Council is therefore required to provide a final directive regarding the transaction and conveyancers. Any eviction process must be undertaken by the appropriate party and strictly in accordance with applicable law and legal advice.

5. **PROPOSAL**

It is proposed that Council takes note of the history of the matter and the previous resolutions of **25 November 2021**, **29 May 2023** and **08 August 2024**. The beneficiaries were afforded an opportunity to regularise their position, through the proposed monthly payment of N$2,200.00 towards the housing obligation and N$1,000.00 towards rates and taxes. The current outstanding amount relating to the cost of the improvements is approximately N$442,875.00, and that the municipal services account is approximately N$26,164.66.

In view of the prolonged non-compliance, Erf 2283, Matutura, Extension 10, may be cancelled in accordance with the applicable provisions of the Tripartite Agreement and as requested by NHE, through its legal representatives, to take the necessary legal steps to recover possession of the property, including instituting eviction proceedings if the occupants fail to vacate voluntarily.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council notes the history and previous Council resolutions in respect of Erf 2283, Matutura, Extension 10, occupied by Mr Williward Narib and Ms Rina Naris.

(b) That Council notes that the beneficiaries have not demonstrated sustained compliance with their obligations under the applicable housing arrangements, notwithstanding the opportunities previously afforded to them to regularise their position.

(c) That Council approves the cancellation of the transaction relating to Erf 2283, Matutura, Extension 10, in accordance with the applicable provisions of the Tripartite Agreement.

(d) That Council directs Messrs Kinghorn Associates not to proceed with the transfer of Erf 2283, Matutura, Extension 10, into the names of Mr Williward Narib and Ms Rina Naris.

(e) That Council authorises NHE, in consultation with the Municipality and its legal representatives, to take the necessary legal steps to recover possession of Erf 2283, Matutura, Extension 10, including the institution of eviction proceedings should the occupants fail to vacate voluntarily.

ANNEXURE "A"

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter referred to as "the Council")

and herein represented by **MARGO PETER CLIFF SWARTS**
in his capacity as Acting Chief Executive Officer

and by

ERIKKIE SHITANA and/or KLEOPHAS JASON NGWENA
in his capacity as the Chairperson and/or Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	**WILLIWARD NARIB**
Namibian Identity No:	**730830 0032 4**
Residential Address:	**ERF NO 2283 MATUTURA (EXT 10) SWAKOPMUND**
Postal Address:	**P O BOX 4116, VINETA, SWAKOPMUND**
Place of Work:	Self-employed
Telephone No:	Work: **064-** Mobile: **081 272 0192**
Marital Status:	**MARRIED: X UNMARRIED:**
	and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:
	Full Name/s & Surname of Spouse: **RINA NARIS**
	Namibian ID No of Spouse: **751024 1016 4**
	Spouse's Tel No: Work: 064-464896 Mobile: 0813442691
	Place of Work: Hotel Deutsches Haus
Date of Marriage:	**21 SEPTEMBER 2009** Place of Marriage: **SWAKOPMUND**
	(collectively hereinafter referred to as "the Beneficiary")

AND

NATIONAL HOUSING ENTERPRISE

(referred to herein as "the NHE")

INTRODUCTION

A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10.5.16/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties to enable the beneficiaries to become the owners of properties serving as their primary residences.

B. In terms of the Mass Housing Development Program, the Council makes available suitable land, against no costs to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land, where applicable.

C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:

C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;

C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE of the costs for the development and construction of the dwellings;

C3 enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.

D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.

E. The Beneficiary applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.

F. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

3

1. DONATION OF PROPERTY

1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN:	**ERF NO. 2283 MATUTURA (EXTENSION NO. 10)**
SITUATE:	**IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION**
MEASURING:	**345 (THREE FOUR FIVE) SQUARE METERS**
HELD BY:	**CERTIFICATE OF REGISTERED TITLE NO. T 4502/2018**

(hereinafter referred to as "the Property").

1.2 The Property is donated to the Beneficiary and his/her spouse if they married in community of property or to the Beneficiary and his/her spouse where the Property was allocated to both spouses as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint owners of the Property in the event that they are not married in community of property.

1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

2.1 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.

2.2 Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.

2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property:

2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit

or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.

2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:

(a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren, the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children, the Beneficiary's or his/her spouse's parents or grandparents and their children;

(b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

3. CONSTRUCTION OF THE RESIDENTIAL DWELLING

3.1 NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.

3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.

3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.

3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.

3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the Registration Date, upon the receipt of which NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.

3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.

3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.

3.8 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.

4. PAYMENT OF THE CONSTRUCTION COSTS

4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by NHE, is the amount as indicated in annexure "A" hereto, **N$442 875.00 (four hundred and forty two thousand eight hundred and seventy five Namibia Dollars)**, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon (collectively referred to herein as "the construction costs").

4.2 The Beneficiary shall pay the construction costs to NHE without deduction or set-off and free of any banking charges:

(a) on the Registration Date, where the Beneficiary has secured a loan thereto; or

~~(b) by means of instalments, where the NHE has agreed thereto;~~

~~and as further recorded in annexure "A" hereto.~~

4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.

4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at a registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".

4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.

4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivering to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration of the construction costs.

5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.

7

5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.

5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the Registration Date.

5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession or the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.

5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. ALLOCATION CRITERIA

6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".

6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.

6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true and correct.

6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information so supplied and as the Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.

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6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:

6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of the agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;

6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;

6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;

6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein,

6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;

6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program,

6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the

allocation criteria.

6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

7. TRANSFER AND BOND REGISTRATION

7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.

7.2 Transfer shall furthermore not be given, unless:

7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;

7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;

7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.

7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly instalments, which repayment terms, in that event, are to be summarized in writing and attached to this agreement.

7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.

7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of NHE shall be effected by NHE's conveyancers.

7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by NHE's conveyancers.

7.7 All direct costs, legal expenses and moneys due in respect of the registration of transfer and the registration of a bond in favour of the NHE (only) or any costs in relation thereto including the transfer fees, stamp duty, transfer duty and any other related expenses, if any, as well as the costs of this agreement and any other legal costs related thereto, are for the account of NHE, and are regarded as included in the construction costs as referred to herein.

7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.

8.2 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

8.3 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

9. BREACH

9.1 In the event of:

9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

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9.1.2 the Beneficiary failing to make payment of his/her monthly installments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately,

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.

10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.

10.3 This agreement shall be binding on the Beneficiary's successors in title.

10.4 The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in

clause 2.3.1 above.

10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.

10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:

10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which NHE was unable to recover from the Beneficiary in terms hereof; and

10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:

11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement

11.1.2 the Council: The Municipal Office Complex
Rakaloka Street Swakopmund
P.O. Box 53, Swakopmund

11.1.3 the NHE: No 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek

11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.

11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply

12. JURISDICTION OF THE COURTS

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion

Thus done and signed by the Council at Swakopmund on the ..... day of ..... 2018.

AS WITNESSES:

1. .....

2. .....

.....
ACTING CHIEF EXECUTIVE OFFICER

.....
CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the NHE at Windhoek on the 13th day of December 2018.

AS WITNESSES:

1. .....

2. .....

.....
FOR THE NATIONAL HOUSING ENTERPRISE

Thus done and signed by the Beneficiary at Swakopmund on the 9 day of November 2018.

AS WITNESSES:

1. .....

2. .....

.....
THE BENEFICIARY

.....
SPOUSE OF THE BENEFICIARY

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Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to NHE shall be the sum of:

N$442 875,00 (four hundred and forty two thousand eight hundred and seventy five Namibia Dollars).

~~**Payment of the construction costs by means of instalments (if applicable)**~~

~~In the event of the construction costs being payable to NHE by means of monthly instalments, the following shall apply:~~

~~1. The construction costs shall be payable in monthly instalments of no less than N$..... per month over the period of ..... years.~~

~~2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:~~

~~Capital repayment: N$.....~~

~~Interest repayment: N$.....~~

~~Short term insurance premium: N$.....~~

~~Life insurance premium: N$.....~~

~~3. The Beneficiary shall commence with the repayment of the construction costs in monthly installments, as from the first day of the calendar month following the Registration Date.~~

~~4. The unpaid portion of the construction costs shall attract interest at the rate of ..... % per annum, calculated and capitalised monthly in arrears as from the date of registration.~~

~~5. The instalments shall be paid at the offices of NHE or by payment into NHE's bank account nominated for this purpose, with each payment clearly reflecting NHE's reference number, namely .....~~

~~Currently, the bank account nominated for this purpose is:~~

~~Account holder: ..... Account no: .....~~

~~Bank: ..... Branch: .....~~

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Annexure B1 to agreement

SWORN DECLARATION THE BENEFICIARY UNDER MASS HOUSING DEVELOPMENT SCHEME

(The Beneficiary and his/her spouse must each make a separate declaration)

I, the undersigned,

Full Names and Surname of Beneficiary: WILLIAMS Dawid

Namibian ID Number: 7308300324

Full Name and Surname of Spouse: Kiina Dawid

Namibian ID Number of Spouse: 7510240169

hereby states the following facts under oath:

1. My full names and surname(s), identity number(s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the Property I intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration, I am a Namibian citizen, I am *married ... / unmarried ... / in a permanent live-in relationship with a life-partner ..... (*mark with a √ whichever is applicable)*
5. Neither me, nor my spouse have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not acquire the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are true and correct.

.....
Signature of Beneficiary

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledged that he/she/they understand the contents of this declaration, that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their conscience, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at ..... (place) on this ..... day of ..... 20...

.....
Commissioner of Oaths

2018/1108 Erf278MarianaExt10 – NAREIS

Annexure B2 to agreement

SWORN DECLARATION BY BENEFICIARY OR SPOUSE OF BENEFICIARY OF PROPERTY IN MASS HOUSING DEVELOPMENT SCHEME

(This declaration is to be made by a Beneficiary or by the spouse of the Beneficiary.)

I, the undersigned,

Full Names and Surname: ANNA NARIS

Namibian ID Number: 7310240 10154

Full Name and Surname of Spouse: WILLIAM NARIS

Namibian ID Number of Spouse: 730820 00324

hereby state the following facts under oath:

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. I/My spouse, as referred to above, applied for and intend to acquire immovable property from the Swakopmund Municipality, as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me or my spouse to forfeit the Property he/she/we intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration. I am a Namibian citizen. I am *married ..... | unmarried ..... | in a permanent live-in relationship with a life-partner .....* *(mark with a √ whichever is applicable)*
5. Neither me, nor my spouse, have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I take part in the acquisition of the Property to serve as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not take part in the acquisition of the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information, are true and correct.

.....
Signature of Spouse of Beneficiary

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledged that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their conscience, whereafter he/she/they declared "the contents of this statement is true, so help me God", and whereafter I have signed this certificate at ..... (place) on this ..... day of 2018

.....
Commissioner of Oaths

20181108 Erf2283MileJanExt16 - NARIS

ANNEXURE "B"

MUNICIPALITY OF SWAKOPMUND

(064) 4104230
088 614 514
53 Swakopmund
NAMIBIA
www.swkmun.com.na
bramosviegas@swkmun.com.na

E 2283 M

Enquiries: Ms B Ramos Viegas

01 September 2021

Mr W Nanb & Ms R Naris
P O Box 4115
VINETA
13003

Dear Sir & Madam

MASS HOUSING TRANSACTION:
TRI-PARTY CONDITIONAL DONATION AGREEMENT: TRANSFER OF ERF 2283 MATUTURA (EXT 10)

• NOTICE TO RECTIFY BREACH: ERF 2283 MATUTURA (EXT 10)

A Memorandum of Agreement was signed between yourself, Messrs NHE and the Municipal of Swakopmund during November and December 2018 and January 2019 respectively to purchase a house on Erf 2283, Matutura (Ext 10).

On **09 September 2021** Messrs Kinghorn Associates informed this office that you are unable to secure financing to fund the improvement of the properties, amounting to a material breach of the Beneficiaries' obligations under the donation agreement.

You are herewith given 21 days' notice of in terms of clause 9 of the donation agreement to rectify the breach by **Friday, 01 October 2021**, by obtaining financing by entering into a loan agreement with a suitable financial institution. Should you fail to provide proof that a home-loan has been obtained from a registered financial institution by **Friday, 01 October 2021**, the transaction will be cancelled.

Should you have any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104230.

Yours faithfully

Mr A Plaatjie
General Manager: Corporate Services & HC (Acting)

/bry

Copy: NHE – Mr Tilkina

ANNEXURE "C"

From: Mr. W Narib Mrs. R. Naris
Box 4116 Venita
Swakopmund
E: mail-wnmission@gmail.com

REF: E 2283 M

To: Municipality of Swakopmund
Box 53
Tel: (064) 410 42 30
Swakopmund
Namibia
www.swkmun.com.na

Date: 2021 September 13

RE: RECALLING THE CANCELLATION OF TRANSACTION ON ERF 2283 MATUTURA (EXT 10)

We are hereby writing to inform the TRI-PARTY, that as husband and wife Mr. W. Narib and Mrs. R. Naris, our financial status has not improve yet, to be able to approach any financial institutions to acquire such, so recall your intention, this situation is beyond our control.

Before the cancellation of the transactions we will politely also, ask you to revisit and consult the Namibian Constitutions on the citizens human fundament rights, which we all know that you are aware of it:

We want to bring it also under your attention; that neither me W. Narib or Mrs. R .Naris has a piece of land or a house anywhere in Namibia or in the world we can call home, apart from 2283 Matutura, and we would not allow the only chance which is presented to us slip through, we are first time buyers.

Municipality and NHE of all the people who is in business of housing, you should be the last person to even think of cancellation of such transactions, we all are aware of the global economic crazes, and unplanted situations brought about by corona/covid 19 which is still hovering over us worldwide, no country has recovered yet from any economical distractions cost by this pandemics, and this is the season which as visionary leaders, should seat and brainstorm as to how we can solves this situation at hand, instead of opting to evicting people who is already stranded to nowhere.

As institutions by name Municipality and NHE who is in the business for so many years should have already the plans and the means in place, and the know how to handle this type of situations positively without pushing it down to the men who is already on the ground.

NB: We know and we are sure that we are not the only one's involved or affected by this situation, so call us all in for a day workshop and let's put brains together as affected parties, direct and indirectly and work out a lasting positive result. Don't forget that, the sick man knows where the pain is in him.

Mr. PJ Burger as counsellor, let's put humanity first, when it comes to housing issues, as an adviser please revisited the old Municipality bylaws, and advise them accordingly, demonstrated to them how people used to pay off their houses during the former administration.

Let's work out any other useful or meaningful solutions for this case, I'm able man, made disable by the current pandemic season, if given any productive chance I will make it count.

So as it stand I, Mr. Willward Naris and Mrs. Rina Naris, we will not even accept any default judgments on this property Erf 2283 Matutura [Ext 10].

We remain hopeful, that any miracle out there in the form of money will come before hand, you don't need to believe it: we do.

Best regards

Yours faithful citizen of Namibia.

Mr. Mrs. W, R NARIS'S & CHILDREN FROM THEIR DWELLING 2283 Ext 10 Matutura.

Mr. W. Naris..... Mrs. R. Naris.....

ANNEXURE "D"

KINGLAW
KINGHORN ASSOCIATES INCORPORATED
Registration No: 2017/0334

LEGAL PRACTITIONERS
CONVEYANCERS, NOTARIES
ESTATE PRACTITIONERS

AUTHORISED AND REGULATED
BY THE LAW SOCIETY OF NAMIBIA

DIRECTORS
HILKE ELSE AHRENS B.Proc LL.B
PETRUS JACOBUS BURGER B.A. LL.B LL.M
HENDRIAAN VISSER LL.B
CORNELIUS JOHANNES DE KONING B.Proc
CLIFFORD BEZUIDENHOUT B.A. LL.B

The Chief Executive Officer
Municipal Council of Swakopmund
Municipal Office Complex
c/o Rakotoka and Daniel Kamho Streets
SWAKOPMUND

YOUR REF:

OUR REF: **NHE1/0051-60**
E-mail: nicolenevz@kinglaw.com.na

By Email
aplaatjie@swkmun.com
bramosviegas@swkmun.com.na

01 December 2022

Attention: Mr A Plaatjie

CONFIDENTIAL LEGAL ADVICE

Dear Sir / Madam

RE: ERF NO 2283 MATUTURA (EXTENSION 10) SWAKOPMUND

1. Council requested our opinion on its legal position and *the way forward* in regards the failure of Mr Willibard Narib and Mrs Rina Naris ("*family Narib*") to comply with their obligations under the conditional donation agreement concluded with them in regards Erf no 2283 Matutura (Extension 10) Swakopmund ("*the property*").

2. What follows is our opinion and views on the matter.

The Swakopmund Mass Housing Development Scheme

3. The property was donated to the family Narib under the Swakopmund Mass Housing Development Scheme.

4. In short, the Scheme encompassed:-

   4.1. the Government of Namibia making funds available to the National Housing Development Enterprise (NHE);

   4.2. NHE would construct therewith residential dwellings on municipal land;

   4.3. the land would be made available by local authorities at no costs;

4.4. the improved properties had to be allocated to approved beneficiaries;

4.5. the allocation criteria included that beneficiaries had to be first time homeowners and financially able to repay the costs to construct the dwellings;

4.6. the beneficiaries had to pay for the properties and their payments had to revolve to fund the further development of properties.

5. The allocation criteria for beneficiaries included the ability to repay the pre-determined costs to improve the properties. Beneficiaries thus had to have some financial means.

6. The transaction had to be funded by either securing a commercial loan or a loan from NHE or other payment. It implied that the beneficiaries had to earn a steady income or have other means to repay the loan.

7. Persons unable to do so, would not qualify as beneficiaries and were not entitled to receive properties.

8. For this reason, the beneficiaries had to declare their financial positions and ability to service a loan as part of their applications.

Family Narib as beneficiaries

9. Mr Willibard Narib and Mrs Rina Naris ("*family Narib*") were listed as applicants for subsidised housing in the Swakopmund local authority.

10. Their application was approved by NHE and the property became allocated to them.

11. Part of the approval process was the consideration of their financial means to afford the amounts payable for the properties.

12. In support of the application, the family Narib presented a *pre-approval* from Standard Bank. This document was to the effect that they qualified for a loan.

13. Based, thereon, NHE allocated the property to them with the understanding that they will take-up a loan from Standard Bank. However, they never proceeded with this process nor did they obtain an alternative loan.

14. NHE concluded with the family Narib an agreement, in terms of which:

14.1. it sold the property to family Narib for N$442,875;

14.2. they could occupy the property, provided they pay a monthly occupation interest (compensation) of N$2,012.50 per month.

15. The occupational interest would serve as funds to NHE to pay the basic services it had to engage to secure and insure the properties pending transfer.

16. Family Narib took occupation of the property on 17 January 2018 and made payments of the monthly occupational interest, until they stopped on 28 October 2019.

17. They have been in occupation of the property since then, without any payment.

Conditional Donation

18. On 13 August 2020, Council, the family Narib and NHE concluded a triparty conditional donation. It replaced the sales agreement.

19. The aim was to thereby transfer ownership of the property to them under certain obligations (conditions).

20. It was agreed that:

20.1. Council conditionally donated and would become obliged to transfer ownership of the improved property to Family Narib;

20.2. The conditions included that the family Narib had to:

20.2.1. pay the construction costs of N$442,875 to NHE with transfer of the ownership;

20.2.2. had to do so by means of a loan that they had to secure immediately after signing the agreement;

20.2.3. pay the Municipal rates and taxes and service costs, once in occupation.

20.3. If they failed to do so, the donation may be cancelled but only after 7 days written notice to rectify their failure.

20.4. In that instance, they had to immediately vacate the property and Council would

be entitled to retake possession thereof.

Failure to comply with the conditions and results thereof

21. The family Narib failed to comply with the conditions on which the property was donated to them and also with their agreement with NHE to pay occupational interest.

22. They are in material breach of the donation agreement and for a substantial period of time. They failed to:

    22.1. pay the agreed constructions costs to NHE;

    22.2. apply for and secure a loan to repay the constructions costs;

    22.3. pay the monthly occupational interest.

23. Council has by letter of 1 September 20221 demanded that they comply with their obligations. However, they have failed to do so.

24. They remain in occupation of the property, enjoying the benefits thereof without complying with their obligations and without any right to do so.

25. The following resulted from the above:

    25.1. Ownership in the property cannot become transferred and remains vested in Council who cannot earn rates and taxes and levy municipal service accounts thereon;

    25.2. NHE cannot allocate the property to any of the other (hundreds) deserving beneficiaries who are without housing, waiting and able to secure a loan;

    25.3. Qualifying beneficiaries who are able to afford a loan may loose out on the opportunity to become owners of the property;

    25.4. The funds that the Government has made available to improve the dwelling have not been recovered to fund further property developments under the Scheme;

    25.5. NHE does not receive payment of the occupational interest to cover its basic costs to keep the property safe, insured and in a good state of repair towards future beneficiary.

Legal position and options

26. Council's legal position is that as owner and donor, it is in terms of the contract entitled to cancel the agreement and to evict family Narib, who occupies the property without any right to do so.

27. In our view that would serve the aims of the Scheme and is, in our understanding, also what NHE would support.

28. Council is also, at least, morally obliged under the aims of the Scheme to ensure the properties are allocated to beneficiaries who meet the allocation criteria and are able to meet their obligations under the donation. It should also assist NHE in the process to administer the Scheme and to recover the costs provided by Government to improve the properties in the first place.

29. As long as non-paying beneficiaries remain in occupation of the subsidised properties, such funds will not be recovered. Resultantly, the revolving funds available for further property development may dwindle and eventually dry up.

30. In our understanding, Council's policy of not evicting families were initially aimed at persons who failed to meet their obligations towards rates and taxes or municipal service accounts. The idea was that such debts must be recovered by other means and not the judicial sales of the properties and ensuing evictions. This is understandable, if the debt relates to municipal debt, including rates and taxes.

31. This novel policy has the effect that the costs and development in the municipal area would become subsidised by more affluent and paying residents and homeowners.

32. The present instance differs, in our view.

33. Firstly, it is not Council's monies (or municipal debt) at stake but that of the Government, who funded the development under certain conditions, including that it must be recovered. By its inaction, Council, in effect, do not recover Governments developmental funds. It can do so by making sure the property becomes available to other qualifying beneficiaries under the Scheme.

34. Secondly, by its inaction Council is depriving an opportunity to an alterative beneficiary,

also a first time homeowner, to become a home owner with the assistance of the Scheme.

35. Given the aims of the Scheme, the prolonged breach of the beneficiaries' obligations, our view is that Council has no other option but to proceed with the cancellation of the donation and to evict family Narib from the property.

Yours faithfully,

KINGHORN ASSOCIATES
Per: PJ BURGER

ANNEXURE "E"

THE WAY FORWARD FOR HOUSE NUMBER 2283 REPTILE URANIUM, MATUTURA, MONDESA, SWAKOPMUND.

Mr: Williward Narib
Mobil: 08 1 27 2019 2
P.O. BOX 4116
Venita
Swakopmund, Africa,
E-mail: wnmission@gmail.com

RECORDS & ARCHIVES
MUNICIPALITY OF SWAKOPMUND

Date: 2023 February 9

Dear: Swakopmund Municipality Councilors and Managing Committees

My name is Williward & Rina Narib's owner of the residential 2283 Reptile Uranium Matutura, Swakopmund, and we are here to present our proposal concerning our house mentioned above.

First of all we would like to thanks all the Councilors involved in decision making on all the affairs that concern our Community of Swakopmund receive our appreciation for keeping our heads under the roof throughout the Covids19 reckoning.

We have really emerge very wiser and strong with lessons learned through out of the Covid19 era.

We would like to request the Council to accept our new installments method's based on our new and current financial condition which we find ourselves in, so that we can arrange accordingly with the bank for monthly deduction of N$ 2 200-00 only into Councils bank account as provided for by your office.

We are working around the clock humanly to make everything working out according to our desires and to be able to meet the conditions of the Swakopmund Municipality, we therefore would still to remind the whole Swakopmund Municipality Management Teams that as parents we are spending sleepless nights to make it count in our favors, as parents it means we are aware that we should take care of our children's need in any given situation, we strongly believe that our plans in place will turn around our situation sooner than later.

We firmly believe that in any given dated and time from now on, we will storm your good office with good news concerning the house in question with final payment, hope never fail thanks you.

MUNICIPALITY OF SWAKOPMUND
09 FEB 2023
Office of the Chief Executive Officer

Best regards

Williward and families

Date 2023/02/09 Signed Williward..... Signed Rina.....

ANNEXURE "F"

19.03.13 2283

E 2283 M

Mr: Williward & Rina Narib's
Mobil: 08 1 27 2019 2
P.O. BOX 4116
Venita
Swakopmund, Africa.
E-mail: wnmission@gmail.com

RECORDS & ARCHIVES
05 APR 2023
MUNICIPALITY OF SWAKOPMUND

Date: April 4, 2023

Dear: Swakopmund Municipality Councilors and Managing Committees

After our conversations telephonically with Mr. Kennedy Geingob from the **Swakopmund Municipality Housing Department** on the **28/03/2023** and again on the **04/04/2023**, and he requested as to explain more about the letter attach dated **2023/02/09** over the **bond and rate and tax of the house nr: 2283** Reptile Uranium Matutura

Like we stated that we are willing to re-commit ourselves to the monthly installments at our current financial state to the bond amount of **N$ 2 200-00** into the banking details which should be provided for to us in writing by the **Swakopmund Municipality** as per the request we are putting it in writing for the record.

NB: In the meeting we make our case clear that we were approach by three different groups to sign the agreements regarding the one house mentioned above and as we all know we are living in the world full of scammers who are getting away with peoples properties.

Tax and **Rates** we will take care of Tax and Rates on monthly installments of **N$1 000, 00** as per our **arrangement's** with **Swakopmund Municipality Finance Department** and we have settle already ¼ of the due amount, with Swakopmund Municipality, since the tourism industry is picking up now the tax and rates can be settle sooner than later at any given time.

Yours sincere residence
Mr. Williward & Mrs.Rina Narib's

Signed Williward Narib..... Signed Rina Naris.....

11.1.32 **REQUEST FOR APPROVAL TO PROCURE AND PURCHASE A FRONT-END LOADER MACHINE**
(C/M 2026/10/29 - 17/2/5/2/3)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.17,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. Purpose

This submission seeks Council's approval in principle to procure one municipal front-end loader, subject to confirmation of funds and compliance with the applicable procurement process. The loader will be deployed primarily to scoop, lift, transport, and load large quantities of waste, rehabilitate illegal-dumping sites in DRC and Tamariskia, and support urgent cover-material operations at affected skips in DRC. It will support, but not replace, the investigation and correction of any illegal discharge, wastewater, or other source of liquid at the skip surrounding.

2. Background and operational problem

DRC, Mondesa, and Tamariskia experience recurring deposits of construction waste, soil, bulky material and mixed refuse outside the intended disposal system. Once material accumulates at an open site, further dumping becomes more likely, increasing clean-up costs and placing additional pressure on routine collection teams.

A particular concern in DRC is the reported flow of liquid from or through skips. Wet waste is heavier and more difficult to handle; it can soften the surrounding ground, carry litter and contaminants, generate odour, attract nuisance vectors and create unsafe access for crews and the public.

A front-end loader would enable the municipality to remove saturated or obstructive material, load rubble and bulky waste, place suitable sand or cover material, and reshape affected areas. However, the loader will not resolve the source of the liquid. Deployment must therefore be accompanied by inspections of skip condition and placement, checks for illegal discharge, improved containment, appropriate servicing frequencies, and enforcement or public education where necessary.

3. Why a front-end loader is appropriate

A front-end loader combines high-volume loading with controlled placement of cover material and can work alongside tipper trucks, skip trucks, refuse compactor trucks and ward-cleaning teams. It is suited to dense and irregular materials such as rubble, sand, soil, broken brickwork and mixed bulky waste that are inefficient or unsafe to load manually.

The machine can also support site rehabilitation by clearing, shaping and levelling affected ground, respond quickly to urgent public-health or access concerns, and undertake other approved municipal work when priority demand is low.

4. Options considered

Option	Assessment	Conclusion
Continue with manual labour only	*Low capital cost, but unsuitable for dense construction waste and larger dumping sites; slow, physically demanding and operationally limited.*	*Not adequate as the primary response.*
Hire a loader when required	*Avoids immediate capital expenditure, but availability and mobilisation times are uncertain and repeated hire charges do not build municipal capacity.*	*Retain only as a short-term contingency.*
Procure a front-end loader	*Requires capital funding and planned maintenance, but provides dependable capacity, faster response and a reusable asset.*	*Preferred asset option, subject to value for money.*
Procure a loader and implement source controls	*Combines equipment with skip inspections, containment and drainage checks, service planning, education and enforcement.*	*Recommended implementation approach.*

5. Conclusion and recommendation

Recurring construction waste and illegal dumping in DRC, Mondesa and Tamariskia, together with reported liquid flows at the DRC skips, necessitate a faster, more reliable and structured response than periodic manual clean-ups or dependence on hired equipment can provide. Based on our market research, an estimated N$1,350,000.00 will be required to implement this project.

A front-end loader is an enabling asset that will strengthen the municipality's ability to remove dense waste, rehabilitate dumping sites, place suitable cover material and respond to urgent site conditions. The acquisition should proceed only after confirmation of the funding source and budget availability, finalisation of the functional specification, completion of a lifecycle-cost and affordability assessment, and compliance with the applicable procurement approvals.

It is therefore recommended that Council approves the procurement in principle and authorises the responsible directorate to proceed with the required technical, financial and procurement processes.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council takes note and approves the procurement of one (1) front-end loader to support construction-waste removal, illegal-dumping rehabilitation and urgent cover-material operations in DRC, Mondesa and Tamariskia, subject to confirmation of funding, affordability and compliance with applicable procurement requirements.

(b) That the General Manager: Health Services and Solid Waste Management makes budgetary provision for the procurement of (1) front-end loader of N$1,500 000.00.

(c) That budgetary provision be made in the 2026 / 2027 annual budget.

11.1.33 **REQUEST FOR ADDITIONAL FUNDS FOR THE IMPLEMENTATION OF INFORMAL TRADING FRAMEWORK IN SWAKOPMUND**
(C/M 2026/10/29 - 15/1/3/1; M 1960; M 4370; M 3193)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **7.1,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. Introduction

This submission seeks Council's approval to allocate additional funds for paving, ablution facilities and potable water at designated informal trading sites in Mondesa, in preparation for implementing the Council-approved Informal Trading Framework.

2. Background

Council **on 3 September 2026** while discussing the informal trading framework, among others under item 11.1.9 resolved as follows:

(a) That Council approves the Informal Trading Framework as the guiding framework for the regulation for the support and formalization of informal trading within Swakopmund municipal area.

(b) That the Council approves the temporary and long-term trading permit templates attached to the framework for administrative use by the Municipality.

(c) That authorizes the Chief Executive Officer, through the relevant departments, to implement the framework, including trader registration, permit administration, site allocation, stakeholder consultation, compliance monitoring and trader support activities.

(d) That Council notes that trading fees will be applied in accordance with approved and gazette tariffs, and any future infrastructure or budgetary requirements will be submitted separately for consideration.

(e) That the framework be reviewed periodically, or as directed by Council, based on implementation experience, stakeholder feedback, compliance levels and changes in municipal priorities.

The approval of the Informal Trading Framework would pave the way for more controlled and organized informal trading activities as opposed to the current situation.

3. Discussion

The implementation of the Informal Trading Framework will require the relocation of informal traders from their current operating areas to more suitable designated sites. The Economic Development Services Department has identified 3 x erven that were allocated for informal trading activities. These sites, however, require upgrading and the provision of essential infrastructure, including paving, ablution facilities and portable water.

These improvements are required to facilitate orderly and regulated trading, enhance public hygiene and safety, and provide a more conducive and dignified environment for both informal traders and customers.

The sites below have been identified as suitable for informal trading activities, together with the estimated costs **(Annexure "A")** for the required infrastructure.

ERF Number	Size (m^2)	Cost Estimate for ablution block (Annexure "B")	Cost Estimate for paving ((Annexure "A")	Total funds required ($)
3193-Owetu	78.375(m^2)	N$ 200 000.00	N$ 246 113.29	**N$ 446 113.30**
4370-Hanganeni	1040(m^2)	N$ 200 000.00	N$ 163 290.48	**N$ 363 290.50**
1960-Heroes Bar	3135(m^2)	N$ 200 000.00	N$ 492 226.59	**N$ 692 226.60**

The cost estimates for the ablution facilities are based on the ablution blocks constructed at various public spaces in DRC between 2022 and 2024, as reflected in the attached drawings and progress payment report **(Annexure "B")**. Considering the prices applicable in 2022, a twenty percent (20%) adjustment has been added to the estimates to accommodate price fluctuations and increases in construction costs.

The estimated costs required for the paving and construction of the ablution facilities amount to **N$ 1 501 630.00.**

4. Conclusion

Providing basic infrastructure on the proposed erven will support the orderly relocation of informal vendors from undesignated areas, improve hygiene, and give vendors a more organized and convenient environment in which to trade. Council will also benefit from clearly demarcated trading areas, thereby advancing the implementation of the Swakopmund Informal Trading Framework.

Overall, the proposed infrastructure improvements will support local economic participation while promoting orderly urban management and enhancing the Municipality's ability to regulate and support the informal trading sector.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council approves the allocation of additional funds estimated at N$1,501,630.00 for the provision of basic infrastructure (paving & ablution facilities) at the proposed informal trading areas i.e., Erven 1960 Mondesa next to Hero Bar, 3193 Mondesa next to Owetu Market, and Erf 4370, Mondesa in the Hanganeni playground area.

(b) That Erf 1960 (Heroes Bar) be prioritized as it will accommodate informal traders surrounding Woerman Brock, as they are contributing to unhygienic conditions and causing more complaints from the surrounding households.

(c) That the Economic Development Services Department, in consultation with Engineering Services, Urban Development and Environment Management, be responsible for the establishment of the basic infrastructure at the proposed informal trading areas.

ANNEXURE "A"

Quote Q103951

Refuse Solutions CC
P O Box 1175
Swakopmund
Namibia
9000

Tel: +264 64 405334
Fax: +264 64 405203
Email: reception@refsolgroup.com
VAT Reg: 13309290-015

MUNICIPALITY OF SWAKOPMUND
P.O.BOX 53
30 HIDIPO HAMUNTENYA AVE
ENGINEERING SERVICES
SWAKOPMUND
9000

Deliver To:
ERF [redacted] 1960

SWAKOPMUND

Document Date: 2026/09/29
Valid Until: 2026/10/29
VAT Reg No:
Customer Order No:
Delivery Details: ERF [redacted] 1960 HERS

Page No. 1

Quantity	Description	Unit Price	Ext. Price
156.75	INTERLOCKING BRICK - 40MPa 60mm/1000	2,730.61	428,023.12
	SUPPLY AND DELIVERY		

Account Holder: HC Refuse Solutions CC
Bank Name: Bank Windhoek Limited
Branch Name: Capricorn Private Wealth
Account Number: 8044 854 239
Branch Code: 484-172

Prices Exclude VAT

Sub Total:	428,023.12
Total (Excl):	428,023.12
VAT Total:	64,203.47
Total (Incl):	**492,226.59**

Quote Q103950

Refuse Solutions CC
P O Box 1175
Swakopmund
Namibia
9000

Tel: +264 64 405334
Fax: +264 64 405203
Email: reception@refsolgroup.com
VAT Reg: 13309290-015

MUNICIPALITY OF SWAKOPMUND
P.O.BOX 53
30 HIDIPO HAMUNTENYA AVE
ENGINEERING SERVICES
SWAKOPMUND
9000

Deliver To:
ERF 4370

SWAKOPMUND

Document Date: 2026/09/29
Valid Until: 2026/10/29
VAT Reg No:
Customer Order No:
Delivery Details: ERF 4370

Quantity	Description	Unit Price	Ext. Price
52	INTERLOCKING BRICK - 40MPa 60mm/1000	2,730.61	141,991.72
	SUPPLY AND DELIVERY		

Account Holder: HC Refuse Solutions CC
Bank Name: Bank Windhoek Limited
Branch Name: Capricorn Private Wealth
Account Number: 8044 854 239
Branch Code: 484-172

Prices Exclude VAT

Sub Total:	141,991.72
Total (Excl):	141,991.72
VAT Total:	21,298.76
Total (Incl):	**163,290.48**

Quote Q103949

Refuse Solutions CC
P O Box 1175
Swakopmund
Namibia
9000

Tel: +264 64 405334
Fax: +264 64 405203
Email: reception@refsolgroup.com
VAT Reg: 13309290-015

MUNICIPALITY OF SWAKOPMUND
P.O.BOX 53
30 HIDIPO HAMUNTENYA AVE
ENGINEERING SERVICES
SWAKOPMUND
9000

Deliver To:
ERF 3193

SWAKOPMUND

Document Date: 2026/09/29
Valid Until: 2026/10/29
VAT Reg No:
Customer Order No:
Delivery Details: ERF 3193

Quantity	Description	Unit Price	Ext. Price
159.65	INTERLOCKING BRICK - 40MPa 60mm/1000	2,730.61	435,941.89
	SUPPLY AND DELIVERY		

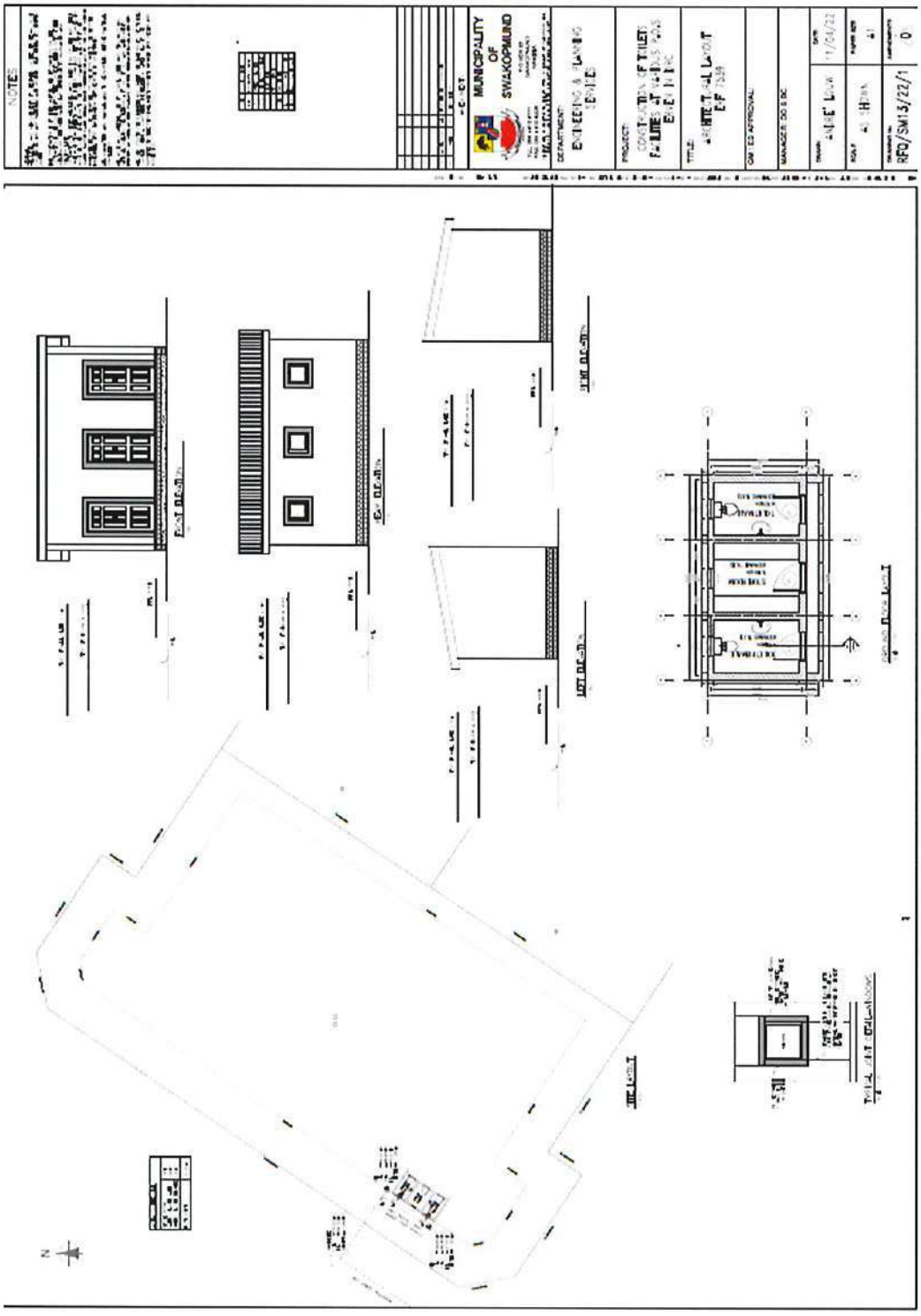
Account Holder: HC Refuse Solutions CC
Bank Name: Bank Windhoek Limited
Branch Name: Capricorn Private Wealth
Account Number: 8044 854 239
Branch Code: 484-172

Prices Exclude VAT

Sub Total:	435,941.89
Total (Excl):	435,941.89
VAT Total:	65,391.28
Total (Incl):	**501,333.17**

Emailed by Lee using Omni Accounts v67

ANNEXURE "B"


NOTES
MUNICIPALITY OF SWAKOPMUND
DEPARTMENT
ENGINEERING & PLANNING SERVICES
PROJECT
TITLE
MANAGER: DES & DC
RPD/SM13/22/1
0
N

MUNICIPALITY of SWAKOPMUND

ENGINEERING SERVICES DEPARTMENT

1.1. INTERIM PAYMENT CERTIFICATE no.3 - Erf 7539

19-Jun-24

CONTRACT DETAIL

ontract W/RFQ/SM-13/2022	CONSTRUCTION OF TOILET FACILITIES AT VARIOUS PUBLIC OPEN SPACES ERVEN IN DRC
onditions of Contract:	W/RFQ/SM-013/2022
CONTRACTOR	AFRIKEM INVESTMENTS CC Registration No cc/2014/03225 VAT No 06500772-015

APPROVED FUNDS:	Vote	Amount Availible	Tender amount	Spent	Available
	750 031 015 900	2 516 000.00	1 567 556.61	-	1 567 556.61

CUMULATIVE PROGRESS / CASH FLOW

Item	Prev. Certificate	This Certificate	Measured to Date
Preliminary & General	9 170.00	-	9 170.00
Earthworks	8 015.00	-	8 015.00
Building Works	36 188.50	-	36 188.50
Door & Windows	14 952.00	-	14 952.00
Roofing	21 600.00	-	21 600.00
Tiling	7 245.00	-	7 245.00
Plumbing and Drainage	30 400.00	-	30 400.00
Paintwork	8 645.00	-	8 645.00
		Sub-Total	136 215.50
Deductions			
Delay Damages	-	None	-
Retention			
		Total Deductions	-
		Sub-Total	136 215.50
		Material on Site	-
		VAT 15%	20 432.33
		Sub-Total	N$156 647.83
		Less Previous Claims	N$148 815.43
I hereby certify that the indicated amount is due and payable to the Contractor indicated above			7 832.39

Seven Thousand Eight Hundred Thirty Two Dollars and Thirty Nine Cents

ES CHARGES:

Rate	ES Charges to be credited to Vote:	None	N$ -

APPROVALS

11.1.34 **REQUEST FOR THE ESTABLISHMENT OF A CONTAINER FOOD COURT AT THE MONDESA TAXI RANK**
(C/M 2026/10/29 - 15/1/3/1, M 4353)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.20,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. INTRODUCTION

This addendum serves to advise Council of proposed amendments to the terms and scope of the previously approved Mondesa Container Park project on a portion of Erf 4353, situated at the Mondesa Taxi Rank (see concept plan attached).

2. BACKGROUND

Council on **07 May 2026,** while discussing the establishment of the Mondesa Container Park under item **11.1.7**, resolved as follows:

(a) That Council approves in principle the proposal submitted by Ms. Dalene Stephanus for the establishment of the Mondesa Container Park at a portion of Erf 4353, situated at the Mondesa Taxi Rank.

(b) That Council approves the following lease option for the proposed Mondesa Container Park at a portion of Erf 4353, Mondesa Taxi Rank below:

(i) A monthly rental in accordance with Council's approved Mobile Kiosk tariff, calculated per container unit placed on site, as follows:

- *N$388.99 per container × six (6) containers = N$2,333.94 per month.*
- *Plus an additional charge of N$1,352.12 per month for the sublease of four (4) business stalls, calculated at N$338.03 per stall.*
- *Resulting in a total monthly rental of N$4,238.97 (VAT inclusive).*
  - *The first 12-month post the commencement of operations fees waived.*
  - *The lessee be responsible for the upkeep and management of one of the ablution facilities and the carwash on the site.*

(c) That the Economic Development Services Department collaborates with the proponent to finalise site allocation, infrastructure requirements, and operational guidelines.

(d) That Council enters into a lease agreement of 9 years and 11 months, with the following provisions:

- *The first 5 years at the discounted rate above (Phase 1).*
- *A review of the leasing fees after the initial 5-year period, subject to contract revision.*
- *Inclusion of the car wash, ablution facilities, 4 stalls, and 3,676.15 m² of the Taxi Rank.*
- *Option for renewal upon expiry.*

(e) That Phase 1 becomes operational by December 2026.

(f) That the existing concrete blocks along the western boundary of the Mondesa Taxi Rank be removed to create an additional access point for entry, loading, and drop-offs and that the rear section of the taxi rank be levelled and clearly demarcated for designated parking to alleviate congestion and enhance both vehicular and pedestrian movement.

(g) That any proposed infrastructural improvements or alterations to the leased site be carried out in consultation with the General Manager: Engineering and Town Planning Departments and that all structural enhancements conform to Council's approved structural and aesthetic guidelines to preserve uniformity and visual appeal in the area.

(h) That the Engineering Services Department removes the existing concrete barriers limiting access to the western side of the Mondesa Taxi Rank and appropriate road signage and pedestrian crossings be installed to improve safety and guide traffic circulation around the Food Park.

(i) That the proponent bears all costs associated with the installation of the water meter, procurement of additional waste bins, and provision of waste removal services and that a separate water meter be installed for the Mondesa Container Food Park to ensure accurate measurement and fair allocation of utility usage between both users of Erf 4353.

(j) That the proponent consults Erongo RED for the provision of electricity, and that all costs related to electrical connections or infrastructural improvements be borne by the proponent.

(g) That joint promotional efforts and traffic management measures be undertaken between Council and the proponent to ensure the project's success ensuring that clear demarcation of operational zones for taxis, pedestrians, and Food Park patrons be implemented and maintained through signage and physical markings.

Subsequent to the above resolution, meetings were held with the applicant on **3 July 2026** and **21 July 2026**. Following further administrative and operational consideration of the proposed development, certain components originally included in the approved resolution were deemed impractical. The amendments relate specifically to the removal of the four (4) Council MSME business stalls and the exclusion of the existing carwash facility from the lease arrangement.

Consequently, the rental structure and the applicant's operational and maintenance responsibilities require corresponding adjustment. All other conditions, development requirements, infrastructure obligations and timelines contained in the original Council resolution remain unchanged, unless specifically amended through this addendum.

The applicant was requested to submit revised development plans, comprising a site layout plan, parking and traffic flow plan, utility services plan, and a security and fencing plan, to address the outcomes and requirements arising from the meeting of **21 July 2026**.

3. DISCUSSION

The four (4) Council-owned MSME business stalls originally earmarked for sublease to the applicant will be excluded from the proposed lease agreement, as separate lease agreements with the respective tenants have already been concluded for the period **01 July 2026** to **30 June 2027**. Accordingly, the applicant will have no leasehold, operational or management responsibilities in respect of these four (4) stalls.

The existing car wash facility is currently managed by the Swakopmund Public Transportation Coordinating Committee who also oversees the operations at the rank. The applicant will therefore no longer be responsible for the operation, management, maintenance, or upkeep of the car wash facility.

Consequently, the applicant's operational and maintenance responsibilities will be limited to the container food court/park area forming part of the approved lease and one (1) designated ablution facility.

The removal of the four (4) MSME stalls and the carwash necessitates a corresponding adjustment to the approved rental structure, which is as follows:

N$388.99 × 6 containers = N$2,333.94 per month (VAT inclusive).

This represents a reduction of **N$1,905.03** per month, attributable to the removal of the four (4) MSME stalls and the carwash and the associated rental charge.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council resolution item 11.1.7 regarding the establishment of the Mondesa Container Park at Erf 4353 (b) and (d) be repealed.

(b) That Council approves the following lease option for the proposed Mondesa Container Park at a portion of Erf 4353, Mondesa Taxi Rank below:

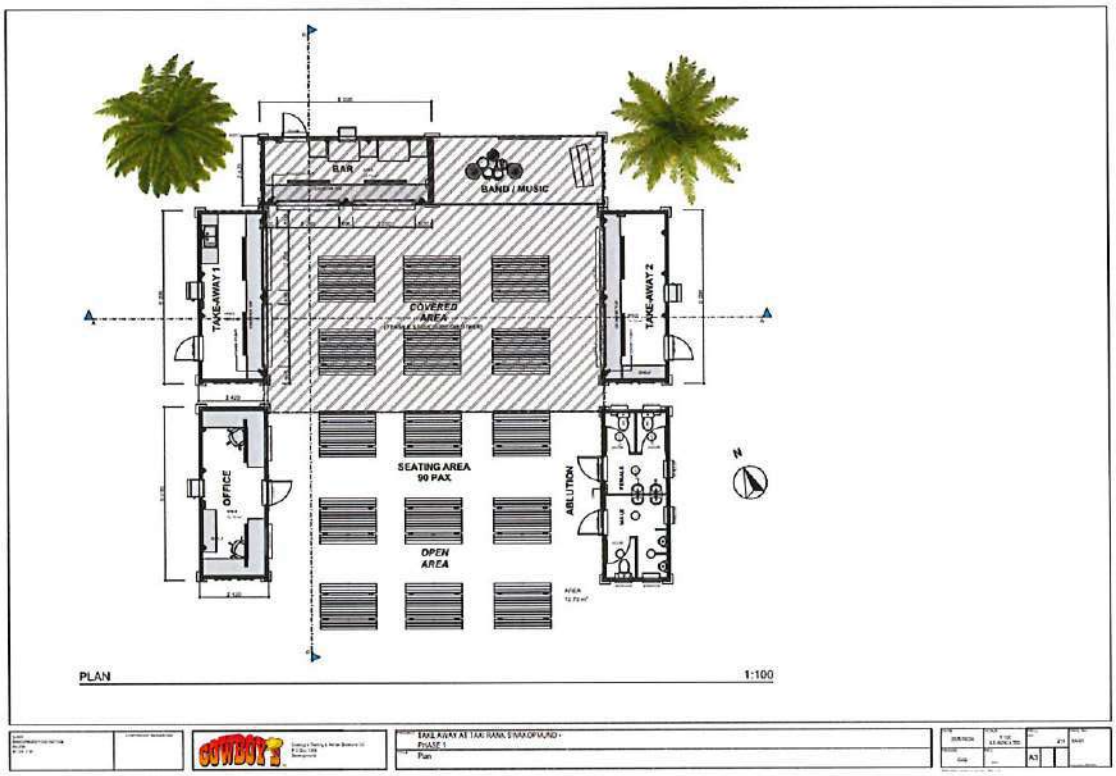
(i) A monthly rental in accordance with Council's approved Mobile Kiosk tariff, calculated per container unit placed on site, as follows:

- ***N$388.99 per container × six (6) containers = N$2,333.94 per month.***

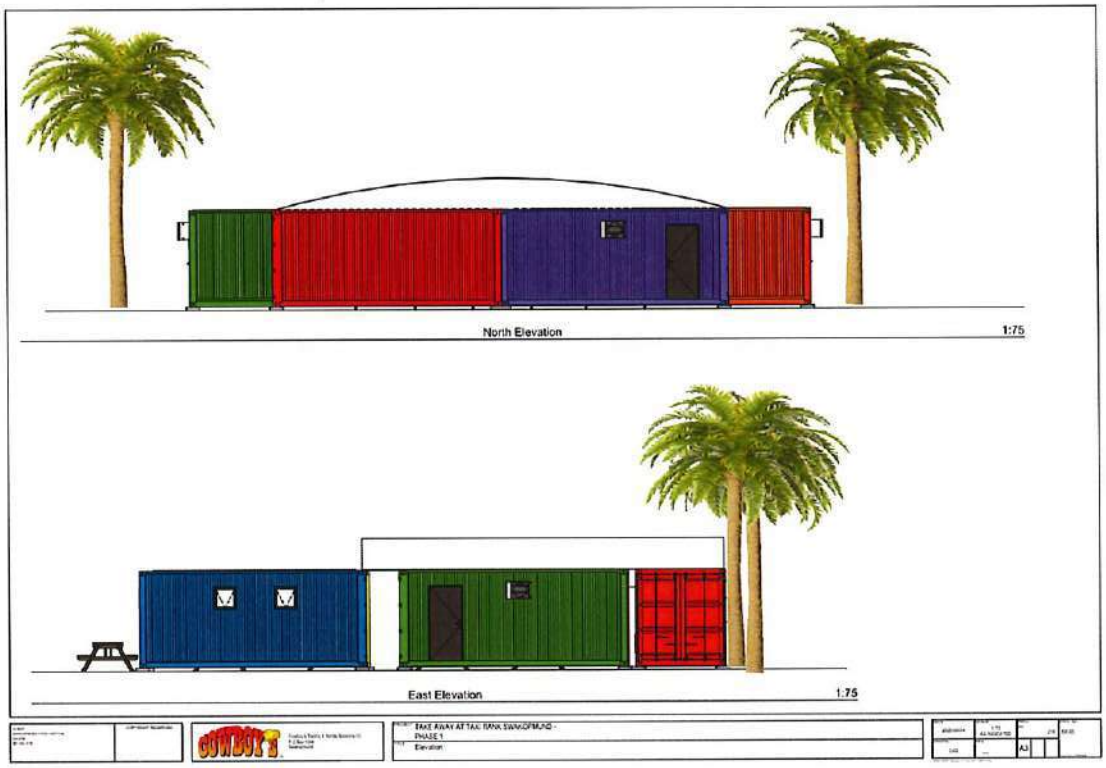
(ii) - The first 12 months post the commencement of operations, fees waived.
- The lessee be responsible for the upkeep and management of one of the ablution facilities allocated to the project.

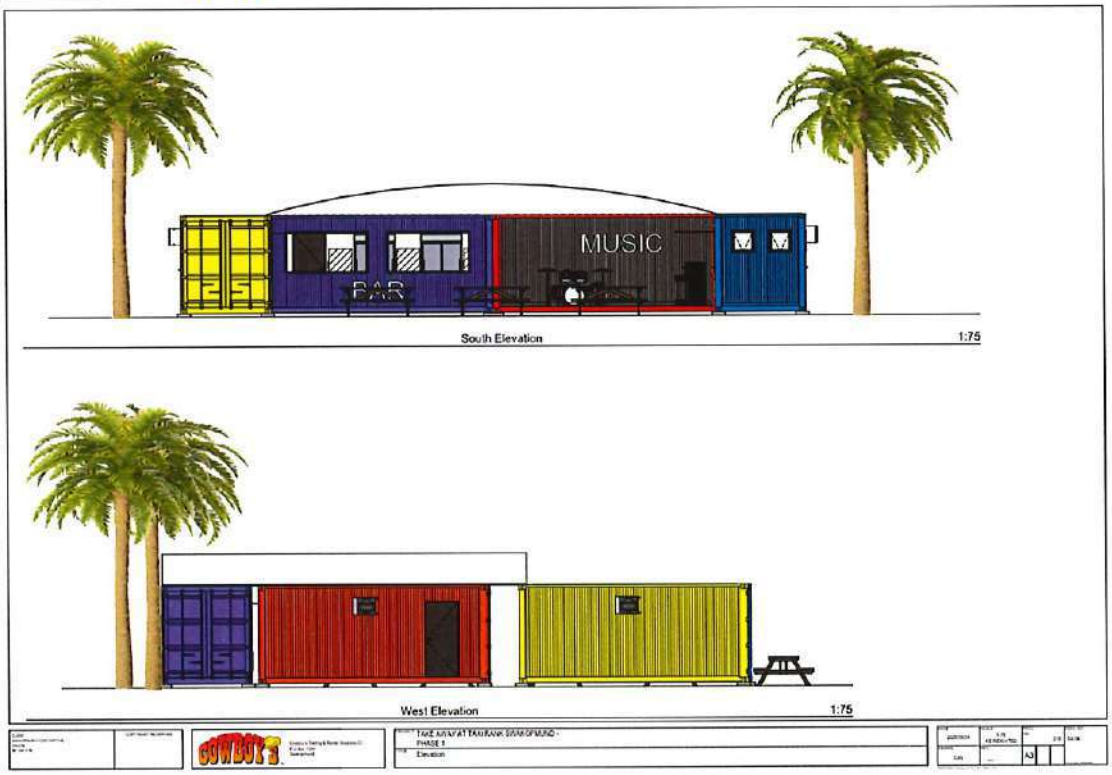
(c) That Council enters into a lease agreement of 9 years and 11 months, with the following provisions:

- ***A review of the leasing fees after the initial 5-year period, subject to contract revision.***
- ***N$388.99 × 6 containers = N$2,333.94 per month (VAT inclusive).***

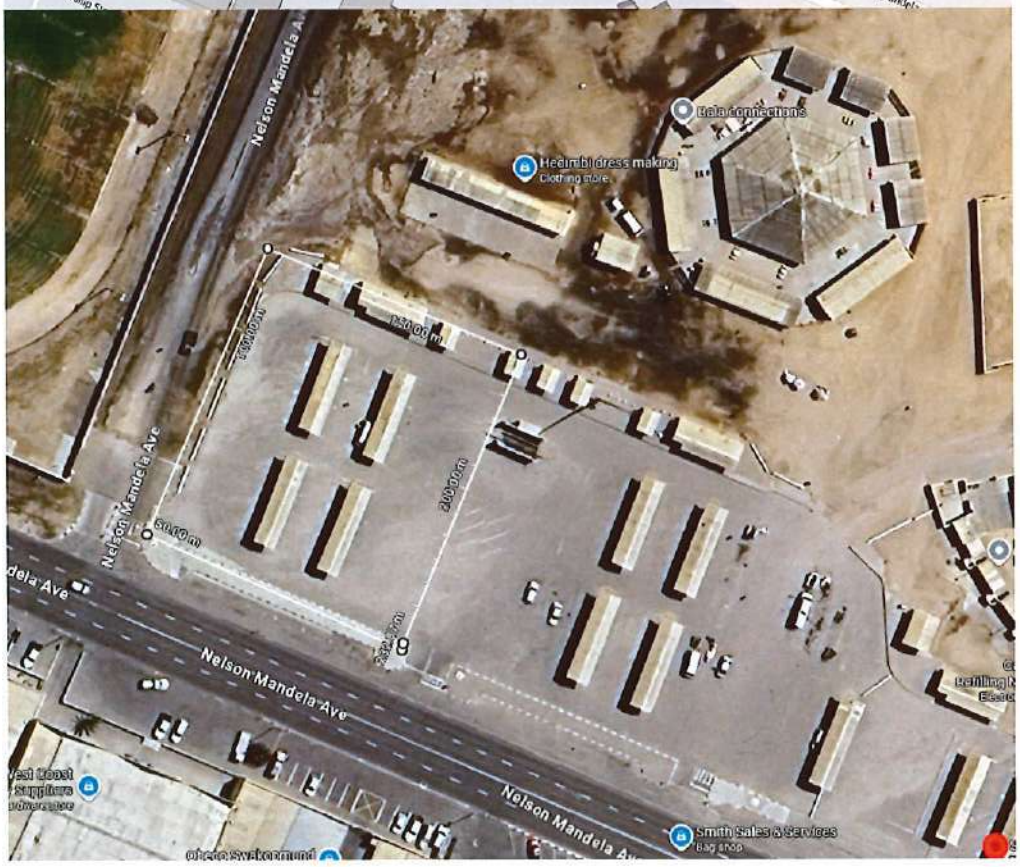

BAR
BAND / MUSIC
TAKE-AWAY 1
TAKE-AWAY 2
COVERED AREA
SEATING AREA 90 PAX
OFFICE
ABLUTION
OPEN AREA
N
PLAN
1:100


MUSIC
A
Section A
1:75
RESTROOMS
B
Section B
1:75


North Elevation
1:75
East Elevation
1:75
COWBOY'S
TAKE AWAY AT TAX TANK SWANSPRUND -
PHASE 1
Elevation
A3


MUSIC
BAR
South Elevation
1:75
West Elevation
1:75
COWBOY'S
TAKE AWAY AT TAX TANK SWANSPRUND -
PHASE 1
Elevation
A3


Mondesa
Sports Field
14th Avenue
14th Avenue
C34
Swakopmund
Bus Terminal
Nelson Mandela Avenue
Nelson Mandela Avenue
C34
Nelson Mandela Avenue
Swakopmund
Taxi Rank
West Coast
Joinery Suppliers


Nelson Mandela A
Bala Connections
Hedimbi dress making
Clothing store
Nelson Mandela Ave
Nelson Mandela Ave
Nelson Mandela Ave
Nelson Mandela Ave
Smith Sales & Services
Bag shop

11.1.35 **MASS HOUSING DEVELOPMENT PROGRAMME: IMPLEMENTATION OF A STANDARD ADMINISTRATIVE FRAMEWORK FOR THE WAIVER OF PRE-EMPTIVE RIGHT**
(C/M 2026/10/29 - 15/2/1/2)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.21,** page **03,** refers.

A. This item was submitted to the Management Committee for consideration:

1. **PURPOSE**

The purpose of this submission is to seek Council's approval for the adoption of the **Standard Operating Procedure (SOP)** attached as **Annexure "A"**, to regulate the implementation and enforcement of the pre-emptive right contained in Clause 2.3.1 of the Tripartite Agreement. The proposed SOP aims to establish a fair, transparent, and consistent process where beneficiaries seek consent to alienate their properties before the expiry of the ten (10)-year restriction period under the Mass Housing Development Programme.

The Standard Operating Procedure (SOP) further seeks Council's approval for sale of properties where Council and/or NHE does not accept to buy the property:

2. **INTRODUCTION**

Since 2019, Council has, upon request by beneficiaries, waived its pre-emptive right in respect of properties that beneficiaries sought to dispose of prior to the expiry of the contractual restriction period of ten (10) years. The table below provides an indication of some of the cases in which Council has granted such waivers.

Project	*Erf No.*	*Date of Council Resolution*	*Council Resolution Item Number*	*Purchase Price*	*Selling Price*
-	*Erf 4855*	*31 October 2019*	*11.1.10*	-	-
-	*Erf 4893*	*26 March 2020*	*11.1.5*	-	-
-	*Erf 4857*	*29 October 2020*	*11.1.1*	-	-
-	*Erf 4885*	*29 October 2020*	*11.1.2*	-	-
Upper Low-Income Group	*Erf 3822, Mondesa*	*19 November 2020*	*11.1.9*	*N$ 29 500.00*	-
Upper Low-Income Group	*Erf 7064, Mon, Ext 26*	*19 November 2020*	*11.1.26*	*N$ 64 171.65*	-
MHDP	*Erf 7138, Mon, Ext 26*	*19 November 2020*	*11.1.31*	*N$ 54 450.00*	-
Low- & Middle-Income Group	*Erf 7133, Mon, Ext 26*	*25 March 2021*	*11.1.13*	*N$ 54 871.90*	*N$ 60 296.39*
Low- & Middle-Income Group	*Erf 7085, Mon, Ext 26*	*27 January 2022*	*11.1.48*	*N$ 65 000.00*	-
MHDP	*Erf 2626, Mat, Ext 12*	*30 June 2022*	*11.1.20*	*N$ 90 000.00*	-
	Erf 3291, Mon	*30 June 2022*	*11.1.5*	-	-
40/40	*Erf 1113, Mat,*	*28 July 2022*	*11.1.10*	*N$ 333 558.00*	-
MHDP	*Erf 2592, Matutura*	*28 July 2022*	*11.1.14*	*N$ 90 000.00*	*N$ 230 000.00*
MHDP	*Erf 4046, Mon, Ext 9*	*29 September 2022*	*11.1.30*	*N$ 90 000.00*	*N$ 400 000.00*
40/40	*Erf 1426, Mat, Ext 7*	*27 April 2023*	*11.1.10*	*N$ 252 153.00*	*N$ 540 000.00*
MHDP	*Erf 2016, Mat, Ext 10*	*27 April 2023*	*11.1.31*	*N$ 467 900.00*	-
40/40	*Erf 1047, Mat, Ext 6*	*02 April 2024*	*11.1.2*	*N$ 429 200.00*	*N$ 950 000.00*
Low- & Middle-Income Group	*Erf 3888, Mat, Ext 9*	*04 June 2024*	*11.1.25*	*N$ 41 000.00*	-

Project	Erf No.	Date of Council Resolution	Council Resolution Item Number	Purchase Price	Selling Price
-	Erf 4798, Swak, Ext	27 June 2024	11.1.21	-	-
-	Erf 4836, Swakopmund	27 June 2024	11.1.23	-	-
MHDP	Erf 4045, Mondesa	08 October 2024	11.1.13	N$ 90 000.00	N$ 380 000.00
MHDP	Erf 7688, Swak, Ext 28	08 October 2024	11.1.12	N$ 467 900.00	N$ 670 000.00
MHDP	Erf 4056, Mon, Ext 9	14 November 2024	11.1.43	N$ 510 350.00	N$ 718 865.00
MHDP	Erf 7693, Swak, Ext 28	14 November 2024	11.1.22	N$ 467 900.00	N$ 480 000.00
MHDP	Erf 4039, Mon, Ext 9	28 November 2024	11.1.16	N$ 90 000.00	-
MHDP	Erf 1632, Mat, Ext 8	27 February 2025	11.1.14	N$ 72 788.00	Donated
MHDP	Erf 7604, Mat, Ext 28	27 February 2025	11.1.25	N$ 446 404.00	N$ 625 000.00
MHDP	Erf 2077, Mat, Ext 10	29 April 2025	11.1.25	N$ 510 350.00	N$ 1 200 000.00
MHDP	Erf 2176, Mat, Ext 10	04 November 2025	11.1.2	N$ 510 350.00	N$ 600 000.00
MHDP	Erf 2038, Mat, Ext 10	24 November 2025	11.1.39	N$ 510 350.00	N$ 671 464.00
MHDP	Erf 7640, Mat, Ext 28	24 November 2025	11.1.44		
MHDP	Erf 2022, Mat, Ext 10	05 March 2026	11.1.30	N$ 510 350.00	-
MHDP	Erf 2264, Mat, Ext 10	05 March 2026	11.1.39	N$ 442 875.00	N$ 650 000.00
MHDP	Erf 2346, Mat, Ext 11	05 March 2026	11.1.38	N$ 225 000.00	N$ 450 000.00

The historical cases in the table show that, in several instances, properties acquired through affordable-housing programmes at relatively low prices were later offered for sale at significantly higher prices. Although the difference between the purchase and selling prices does not, by itself, prove the beneficiary's actual profit, it shows that beneficiaries may benefit from the increase in property values resulting from the affordable-housing intervention.

This is particularly relevant given the substantial public resources invested by Government, local authorities and housing institutions in the provision of affordable housing, including the development of land, provision of services and infrastructure, and the subsidisation of housing costs and prices to make properties accessible to qualifying beneficiaries. The acquisition of these properties at subsidised prices therefore represents a significant public investment intended to support and promote access to affordable housing.

On **31 October 2019**, under Item 11.1.10, Council resolved under point (b) that:

> *"(b) That in future, Council waive its pre-emptive rights based on the merit of the application, provided that the applicant submits evidence to support the appeal and claim."*

The waiver applications are largely driven by changes in beneficiary's financial circumstances, employment status or family circumstances, which may affect their ability to meet their home-loan obligations and retain ownership of the property. The 2019 Council resolution therefore provides for such applications to be considered on their individual merits, subject to the applicant providing sufficient evidence to substantiate the circumstances giving rise to the request.

Notwithstanding the above, the Tripartite Agreement contains a pre-emptive right clause that places a contractual restriction on the alienation of properties subject to the Agreement. In terms of this provision, beneficiaries wishing to dispose of their properties before the expiry of the contractual restriction period are required to first offer the property to Council for purchase. Council, in consultation with the National Housing Enterprise

(NHE), may either exercise its pre-emptive right or, where justified by the circumstances of the case, waive such right.

In view of the recurring nature of these requests and the need to ensure a consistent, transparent and legally compliant approach to their consideration, a consultative meeting was held between the Municipality and NHE on **04 February 2026**. The meeting deliberated on an appropriate implementation mechanism that would give effect to Council's existing resolution and the contractual provisions of the Tripartite Agreement, while promoting fairness, transparency, consistency and continuity in the administration of housing allocations and property transactions.

This submission is accordingly presented to Council to formalise a facilitation mechanism through the adoption of a SOP for the assessment and processing of applications for the waiver of Council's pre-emptive right. The proposed SOP is intended to provide clear and consistent criteria and procedures for the consideration of such applications, while preserving Council's discretion to determine each application on its individual merits.

3. BACKGROUND

Clause 2.3.1 of the Tripartite Agreement provides that beneficiaries (or their successors in title) are restricted from alienating the property for a period of ten (10) years from date of transfer, unless: The property is first offered in writing to Council, which in consultation with NHE may accept or reject the offer.

> *2.3.1 "The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for the sale to the Council, who has in consultation with the NHE rejected the offer in writing...*

The restriction is therefore not intended merely to prevent beneficiaries from selling their properties. Rather, it provides a mechanism through which Council, in consultation with NHE, can exercise oversight over the disposal of subsidized housing assets during the restricted period. Where a beneficiary seeks to dispose of the property before the expiry of the ten-year period, the property must first be offered to Council. This enables Council to consider whether the property should be acquired and retained within the affordable-housing stock or whether the pre-emptive right may appropriately be waived based on the circumstances and merits of the application.

Affordable housing programmes are intended to facilitate access to housing for persons who may be unable to acquire suitable residential property on the ordinary market. If beneficiaries are permitted to acquire such properties at subsidized or preferential prices and immediately dispose of them to third parties at substantially higher market prices, the public intervention may effectively defeat the purpose of the affordable housing schemes aimed at benefiting the poor by transferring the benefit to those that can afford to compete for housing on the open market.

In terms of the agreement council is entitled to accept the offer of repurchase at a fair price and reallocate the property to the next eligible applicant on the master waiting list thereby controlling the process instead of leaving it to the owner. A decision-making process that simply rejects an application because the property remains within the ten-year restriction, without considering the evidence and circumstances of the particular case, could potentially expose Council to an argument that the discretion was not properly exercised.

Conversely, approving applications inconsistently or without objective criteria could expose Council to allegations of arbitrary, unequal or irrational decision-making.

During the meeting held on **04 February 2026**, it was confirmed that the pre-emptive right remains valid and enforceable. It was therefore proposed that a Standard Operating Procedure (SOP) be established as an important administrative-law mechanism to provide a transparent and consistent framework for the exercise of Council's discretion, while ensuring that the individual circumstances and merits of each application are duly considered.

4. RESOLUTIONS OF YEAR-2025

Council has previously considered and approved several applications relating to the waiver of the pre-emptive right contained in Clause 2.3.1 of the Tripartite Agreement. These resolutions demonstrate the various approaches applied by Council when considering requests for the disposal of properties under the Mass Housing Development Programme.

The relevant resolutions are summarised below and are attached as Annexures "A" to "E" for ease of reference:

Annexure	Council Date	Item	Property	Key Decision/Outcome
Annexure "B"	*27 February 2025*	*11.1.25*	*Erf 7604, Matutura Ext. 28*	*Pre-emptive right waived; donation revoked; beneficiary required to repay the development cost; Ministerial consent required; beneficiary no longer qualifies as a first-time homeowner.*
Annexure "C"	*29 April 2025*	*11.1.25*	*Erf 2077, Matutura Ext. 10*	*Pre-emptive right waived; donation revoked; beneficiary required to repay the land value; Ministerial consent required; beneficiary no longer qualifies as a first-time homeowner.*
Annexure "D"	*04 November 2025*	*11.1.2*	*Erf 2176, Matutura Ext. 10*	*Pre-emptive right waived to facilitate a simultaneous transfer to an eligible third party; NHE consent acknowledged; third party met the eligibility criteria; beneficiary no longer qualifies for future low-cost housing allocation.*
Annexure "E"	*24 November 2025*	*11.1.39*	*Erf 2038, Matutura Ext. 10*	*Council declined to purchase the property and permitted the sale to an eligible third party; third-party criteria were applied; a new tripartite agreement*

Annexure	Council Date	Item	Property	Key Decision/Outcome
				and the remaining pre-emptive period were imposed on the purchaser.
Annexure "F"	*24 November 2025*	*11.1.44*	*Erf 7640, Swakopmund Ext. 28*	*Council declined to purchase the property and permitted the sale to an approved third party; the remaining pre-emptive period was transferred to the purchaser; a tripartite agreement was required; Council directed that the recurring practice of selling low-cost housing properties outside the pre-emptive-right process be addressed.*

Considering the absence of a standardised operational procedure regulating Council's exercise or waiver of its pre-emptive right, it is critical that a formal framework be adopted to ensure consistency, transparency, accountability and legal certainty in the administration of such matters.

In the absence of such a framework, applications may be considered and determined differently depending on the circumstances of individual cases, without a consistent set of criteria or procedural requirements. This creates a risk of inconsistent or unequal treatment of beneficiaries, particularly where applicants in similar circumstances receive different outcomes, and may expose Council to challenges regarding the fairness, reasonableness and rationality of its decisions. It may also result in inadequate consideration of the public interest, inconsistent conditions being imposed on approved transfers, and the potential circumvention or weakening of the pre-emptive right through transactions concluded without proper Council and NHE consideration.

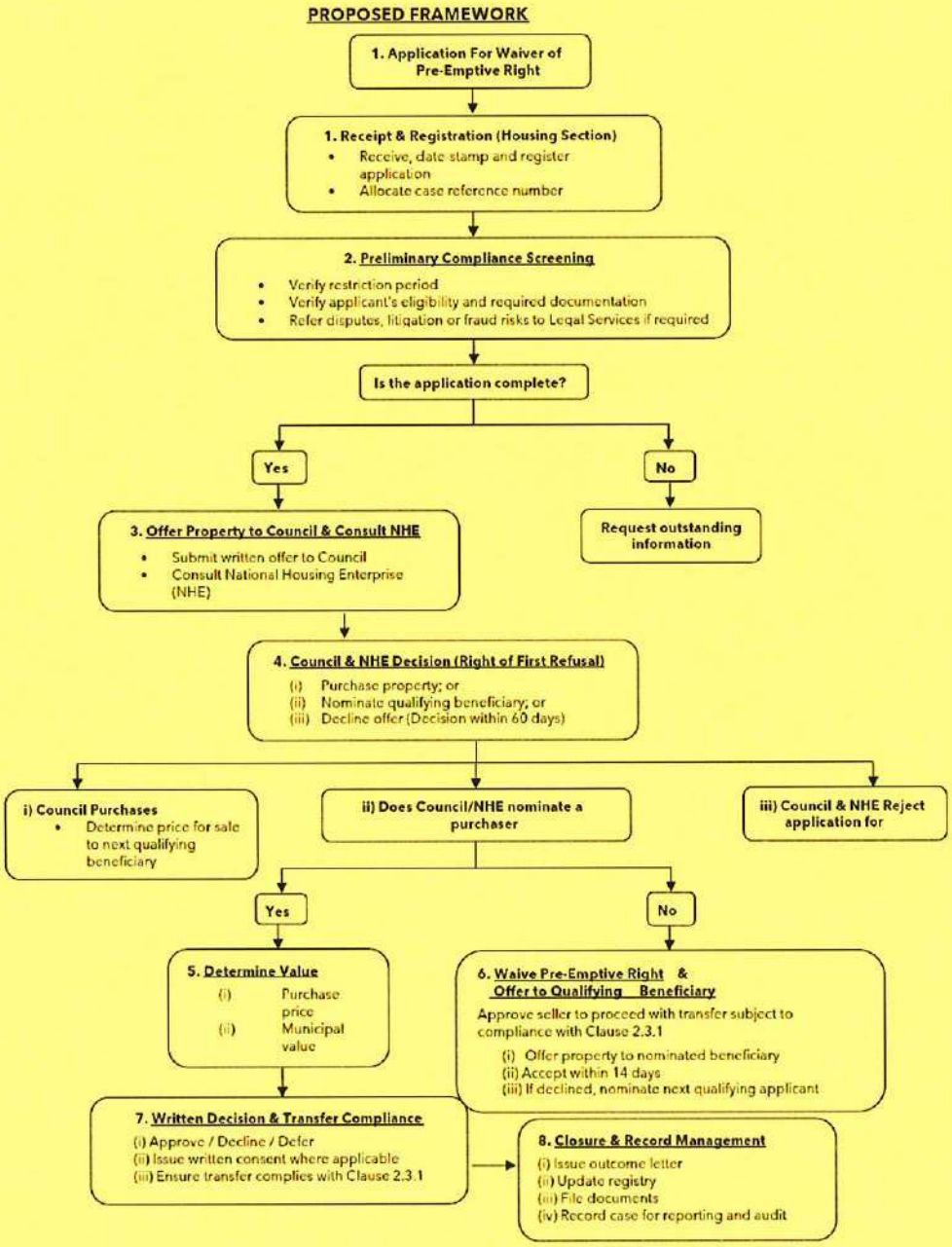
Furthermore, repeated or uncontrolled waivers could result in the gradual loss of affordable-housing properties from the housing stock and reduce Council's ability to preserve the benefit of the substantial public resources invested in affordable housing. This is of particular importance given that Council is aware of approximately 22,000 applicants on the Master Waiting List who continue to expect access to dignified housing. While Council's long-term objective remains the allocation of land to qualifying residents, progress has been constrained by the limited financial and technical resources required to develop additional serviced land.

As a result, many applicants on the waiting list have experienced prolonged delays in allocation. In these circumstances, each existing affordable-housing property represents an important housing opportunity within a limited housing stock. The waiver of the pre-emptive right should therefore be carefully regulated to ensure that a legitimate beneficiary's difficult circumstances can be accommodated without unnecessarily undermining Council's affordable-housing objectives. A formal framework would provide Council with a structured and defensible basis for assessing applications on their individual merits, while ensuring that similar cases are treated consistently and that appropriate safeguards are applied where a waiver is granted.

6. **DISCUSSION**

To ensure compliance with the Tripartite Agreement while also addressing the practical challenges faced by beneficiaries it is proposed that the Master Waiting List be used as the primary mechanism when considering applications for the waiver of the pre-emptive right. This will ensure better control over disposal of such properties in a fair, transparent, and structured manner, instead of allowing beneficiaries to nominate third-party purchasers. The meeting concluded for the establishment of a facilitation framework/Standard Operational Procedure:

PROPOSED FRAMEWORK



The diagram outlines the administrative process that will be followed when an applicant wishes to proceed with the sale of property and no longer directly to a third party.

1. Receipt and Registration

Upon receipt of an application, the Housing section shall date-stamp, register and acknowledge the application within five (5) working days. A unique case reference number shall be allocated and used in all subsequent correspondence.

2. Preliminary Compliance Screening

Preliminary assessment to determine whether the application complies with the prescribed requirements.

3. Offer to Council and Consultation with the National Housing Enterprise (NHE)

Submit the written offer of the property to Council for consideration in consultation with the National Housing Enterprise (NHE).

4. Exercise of the Right of First Refusal

Council, in consultation with the NHE, shall decide within sixty (60) days whether to exercise its right of first refusal by purchasing the property, nominating a qualifying beneficiary, or declining the offer in writing.

5. Determination of Property Value

Where Council elects to purchase the property or nominate a beneficiary, the purchase value shall be determined using the most appropriate valuation method.

6. Offer to the Qualifying Beneficiary

Where Council, in consultation with NHE, has considered the written offer and the application, the matter may result in one or more of the following outcomes:

a) Council exercises the pre-emptive right and purchases the property

Council may elect to acquire the property for retention within the affordable-housing stock. Where Council elects to purchase, the applicable purchase price shall be determined in accordance with Clause 2.3.1 of the Tripartite Agreement and any applicable Council resolution or valuation process. The property may thereafter be allocated to another qualifying beneficiary in accordance with Council's applicable housing allocation criteria.

b) Council declines to purchase but approves a qualifying third-party purchaser

Council may decline to purchase the property but permit the beneficiary to dispose of the property to a proposed third party who satisfies the prescribed eligibility criteria. In such circumstances, the

transaction should remain subject to Council's written consent and any conditions imposed to protect the remaining pre-emptive period and the objectives of the affordable-housing programme.

c) Council identifies or nominates another qualifying beneficiary

Instead of permitting the beneficiary to sell to the proposed purchaser, Council may identify or nominate a qualifying person, including an eligible person from the Master Waiting List, to acquire the property. This option allows the property to remain within the intended affordable-housing beneficiary pool while facilitating the exit of the existing beneficiary.

d) Council facilitates a simultaneous or direct transfer to an approved third party

Where the proposed purchaser meets the applicable criteria and the circumstances justify the transaction, Council may approve a simultaneous transfer, subject to the necessary agreements, consents and conditions. The remaining period of the pre-emptive right may, where Council so determines, be transferred to the new purchaser.

e) Council grants a conditional waiver of the pre-emptive right

Council may waive its pre-emptive right subject to specific conditions considered necessary to protect the Municipality's interests. Such conditions may include obtaining Ministerial consent, payment or recovery of applicable land or development costs, approval of the proposed purchaser, conclusion of a tripartite agreement, or compliance with any other conditions imposed by Council.

f) Council defers the application pending further information

Where the information submitted is insufficient to enable Council to make an informed decision, the application may be deferred and the applicant required to provide additional documentation or clarification. The matter may thereafter be resubmitted for consideration once the outstanding information has been received.

g) Council refuses the application

Council may refuse the application where the circumstances do not justify the requested waiver, where the proposed transaction does not comply with the applicable requirements, where the proposed purchaser does not qualify, or where approval would be inconsistent with the contractual, policy or public-interest considerations applicable to the property.

7. Final Decision and Transfer Compliance

Where Council elects not to exercise its pre-emptive or no qualifying beneficiary is identified, Council may waive the Municipality's pre-emptive right by issuing the necessary written consent to proceed with the transfer. Where a beneficiary is nominated, the transfer shall proceed only after all requirements of Clause 2.3.1 have been satisfied. The final decision shall clearly indicate whether the application is approved, refused, deferred pending further information, or referred for legal determination.

8. Determination of Property Value

Upon finalisation of the matter, the Housing section shall issue the outcome letter, update the municipal registry, file all supporting documentation and record the matter for reporting, monitoring and audit purposes.

9. Contact applicants on the Master Waiting List (MWL) for pre-approval

Where Council elects to purchase the property or determines that the property should be made available to another qualifying beneficiary, the Housing section shall identify potential beneficiaries in accordance with the applicable Council-approved housing allocation criteria and the sequence of the Master Waiting List (MWL).

As a first step, the Housing section may contact the next qualifying applicants on the MWL to establish their interest, eligibility and financial readiness to acquire the property. Such applicants shall be required to submit the prescribed supporting documentation, including proof of income, a pre-approval from a registered financial institution or NHE, or proof of sufficient funds available to proceed with the acquisition.
Where individually contacted applicants do not respond within the prescribed period, decline the opportunity, or fail to provide the required proof of financial readiness, the Housing section may, advertise the availability of the property to qualifying applicants on the MWL within a defined application period.

The advertisement clearly specify the applicable eligibility requirements, the property available, the application period and the documents required. To ensure fairness and transparency, the invitation may be directed to applicants on the MWL whose housing applications fall within a defined period or sequence of the waiting list. For example, where the last applicant considered under the previous Build Together Project was dated **26 April 2010**, the process may commence with applicants whose applications were submitted from **27 April 2010**, with each advertisement covering a 10-month application window, such as **27 April 2010** to **27 February 2011**.

Applicants responding to the advertisement shall be required to submit the necessary supporting documentation within the prescribed period, including proof of income and, where applicable, financial or NHE pre-approval. The Housing section shall thereafter assess the applications against the prescribed eligibility criteria and the relevant sequence of the MWL. The property shall be offered to the highest-ranking qualifying applicant in accordance with the established waiting-list sequence and applicable income and other eligibility requirements.

The use of an expression-of-interest or advertising process shall not constitute an entitlement to allocation or purchase. Council shall retain the discretion to determine whether the property should be allocated to a particular applicant, whether additional verification is required, or whether the matter should be referred back to Council for a decision.

This approach is informed by a situation that arose in respect of the five (5) erven under **the 40/40 Housing Project**, where approximately 150 applicants were contacted without any of the contacted applicants submitting the required pre-approvals. This ultimately contributed to Council resolving, under Item 11.1.6 of the Council meeting held on **08 October 2024**, that the properties be advertised.

10. Transfer Process

Council informs the transferring attorneys to proceed with the transfer process. **Annexure "G"** is an email from Messrs Dr Weder, Kruger & Haikali advising on the process of registration of Erf 7640, Ext 28, Swakopmund and Erf 2038, Ext 10, Matutura and transferring the remainder of the pre-emptive right in favour of the Municipality.

That the following documents **Annexure "H"**, **Annexure "I"**, **Annexure "J"**, and **Annexure "K"** be the standard procedure to be followed when considering the waiving and transfer of pre-emptive rights.

Document	***Purpose***	***Annexure***
1. Memorandum of Agreement	*Being a tri- party agreement. Signed by representatives of the Municipality of Swakopmund, the Seller, and the Purchaser. A Resolutive Condition (Clause 20) has been added to comply with the pre-emptive right. The Purchaser will assume the remaining years of the pre-emptive period*	***"H"***
2. Consent to Cancel Pre-Emptive Right Mun of Swakopmund	*Confirms the Municipality's consent to the cancellation of its pre-emptive right, subject to the agreed conditions.*	***"I"***
3. Consent to Cancel Pre-Emptive Right NHE	*Confirms NHE's consent to the cancellation of its pre-emptive right.*	***"J"***
4. Power of Attorney to Transfer	*Reflecting the new condition imposed in respect of the Municipality of Swakopmund, to be signed by both the Seller and the Municipality. NHE is to be cancelled entirely, as they no longer form part of this transaction once they have been paid their full bond cancelation amount*	***"K"***

7. **PROPOSAL**

It is proposed that, where a beneficiary wishes to dispose of a property acquired under the Mass Housing Development Programme during the ten-year restriction period, Council shall exercise its rights in terms of Clause 2.3.1 of the Tripartite Agreement by requiring that the property first be offered in writing to the Municipality for consideration, in consultation with the National Housing Enterprise (NHE).

Council shall determine, in consultation with the NHE, whether to reject or to exercise its right of first refusal by purchasing the property or nominating

a qualifying beneficiary in accordance with the approved Standard Operating Procedure. Only where Council, in consultation with the NHE, declines the written offer may the Municipality consent to the transfer of the property to a third party.

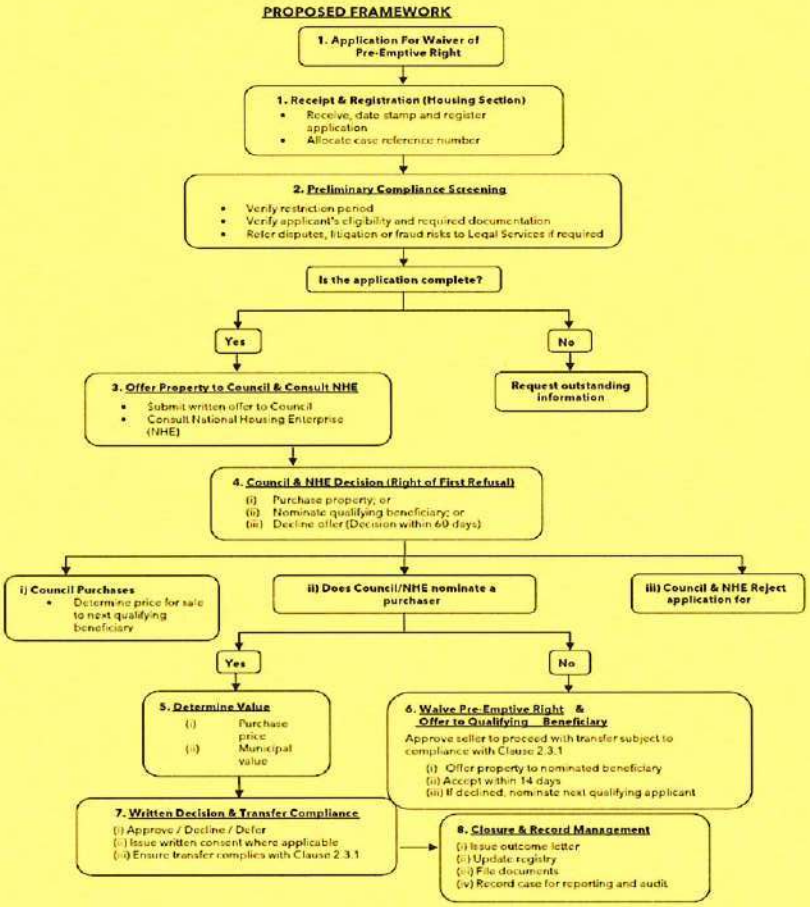
It is further proposed that, in accordance with Council Resolution Items 11.1.39 and 11.1.44 adopted on 24 November 2025, the rights and obligations contained in Clause 2.3.1 of the Tripartite Agreement shall be transferred to the new owner upon registration of transfer. The remainder of the ten-year restriction period shall commence from the date of registration of the property into the name of the third-party purchaser and remain binding for the unexpired portion of the restriction period.

This approach will preserve the purpose of the Mass Housing Development Programme by preventing speculative resale of subsidised properties, ensuring that affordable housing remains accessible to qualifying beneficiaries, and safeguarding the integrity and objectives of Council's housing allocation.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council adopts the proposed Standard Operating Procedure (SOP) set out below hereto as Annexure "A" (on file), as the framework for the administration and consideration of applications for the exercise, waiver, transfer or retention of the Municipality's pre-emptive right in terms of Clause 2.3.1 of the Tripartite Agreement:



(b) That Council exercises its powers in terms of Clause 2.3.1 of the Tripartite Agreement by accepting offers to purchase properties developed under the Mass Housing Development Programme, subject to the conditions contained therein.

Clause 2.3.1 provides that:

"The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof, or any sectional title unit or right to erect such unit thereon, for a period of ten (10) years from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this Agreement, unless the Council has, in consultation with the NHE, consented to such transfer in writing and the Property was first offered in writing for sale to the Council, who has, in consultation with the NHE, rejected the offer in writing."

(c) That Council approves that where a beneficiary intends to alienate a property within the ten (10) year restriction period, the property shall first be offered in writing to the Municipality, and Council shall, in consultation with the National Housing Enterprise (NHE), determine whether to exercise its right of first refusal by purchasing the property or nominating a qualifying beneficiary in accordance with the Standard Operating Procedure.

(d) That Council approves that following consideration of the application and consultation with NHE, determine the appropriate outcome in accordance with the SOP, including exercising the pre-emptive right and purchasing the property, declining to purchase and approving a qualifying third-party purchaser, identifying or nominating another qualifying beneficiary, approving a simultaneous or direct transfer, granting a conditional waiver, deferring the application pending further information, or refusing the application.

(e) That Council, in considering an application, shall take into account the circumstances and merits of each application, compliance with the Tripartite Agreement and applicable Council resolutions, the eligibility of any proposed third-party purchaser, the Municipality's financial and public-interest considerations, the objectives of the affordable-housing programme, and the interests of qualifying applicants on the Master Waiting List.

(f) That where Council declines to purchase the property but elects to nominate or approve a third-party purchaser, such purchaser shall, unless otherwise determined by Council in accordance with the applicable legal and policy framework, satisfy the following qualifying criteria:

No.	*The Third-Party Criteria*
1.	*He or she must be the next qualifying beneficiary on the Master Waiting List*
2.	*Must reside in Swakopmund*
3.	*Must be a first-time homeowner*
4.	*Must earn at least N$ 6000.00 and not more than N$ 25 000.00.*

(g) That Council approves that the process of identifying and contacting the next qualifying beneficiaries on the Master Waiting List commence from 27 April 2010, being the date immediately following the last recorded application on 26 April 2010 of individuals who benefitted under the Build Together Project, in the interest of fairness and transparency in the allocation process.

(h) That Council approves that Mr Lisho Alphons be the first beneficiary to be contacted during this exercise, as he is the next qualifying applicant on the Master Waiting List from 27 April 2010, subject to the submission and verification of all required supporting documentation and compliance with Council's allocation criteria.

(i) That Council approves that in order to promote fairness, transparency and equal opportunity, the Housing section may, where appropriate, advertise the availability of a property to qualifying applicants within a defined application period and/or waiting-list sequence, rather than relying solely on individual contact with applicants, subject to the applicable Council criteria and the SOP.

(j) That Council approves that where a qualifying beneficiary is identified or nominated, the Housing section shall verify the beneficiary's eligibility and financial readiness and obtain the required supporting documentation, including proof of income, pre-approval or proof of available funds, as applicable, before the matter is finalised.

(k) That Council delegates to the Chief Executive Officer the authority to consider and determine individual applications for the exercise, waiver, transfer or cancellation of the Municipality's pre-emptive right without such applications being resubmitted to Council for individual consent.

(l) That any matter falling outside the approved framework or delegated authority shall be referred to Council for consideration.

(m) That the Chief Executive Officer submits an annual report to Council on the applications received and decisions taken.

(n) That Council approves that Clause 2.3.1 of the Tripartite Agreement be transferred to the new owner, in accordance with Council resolutions under Item 11.1.39 and Item 11.1.44 adopted at the Council meeting held on 24 November 2025, and that the remainder of the 10-year pre-emptive right period be transferred to the third party, commencing from the date of registration of the property in the name of the third party.

(o) That Council takes note of the legal opinion and guidance provided by Messrs Dr Weder, Kruger & Haikali Incorporated, as contained in Annexure "F" (on file), regarding the process followed in the registration of Erf 2038, Extension 10, Matutura, specifically in respect of the transfer of the remainder of the pre-emptive right in favour of the Municipality.

(p) That Council approves the adoption of the following documents as the standard procedure to be applied when considering the waiver and transfer of pre-emptive rights:

- ***Annexure "H" - Memorandum of Agreement (Tripartite Agreement):***

To be signed by representatives of the Municipality of Swakopmund, the Seller, and the Purchaser. The agreement shall include a resolutive condition to ensure compliance with the pre-emptive right, and the Purchaser shall adopt the remaining duration of the pre-emptive period.

- ***Annexure "I" - Consent to Cancel Pre-Emptive Right:***

  Municipality of Swakopmund: Confirms the Municipality's consent to the cancellation of its pre-emptive right, subject to the agreed terms and conditions.

- ***Annexure "J" - Consent to Cancel Pre-Emptive Right:***

  National Housing Enterprise (NHE): Confirms NHE's consent to the cancellation of its pre-emptive right upon settlement of all outstanding obligations.

- ***Annexure "K" - Power of Attorney to Transfer:***

To be executed to authorise the transfer of the property, incorporating the conditions imposed by the Municipality. Upon cancellation of its interest, NHE shall no longer form part of the transfer process.

(q) That the applicable written consent or cancellation documentation required in terms of Clause 2.3.1 shall be signed by the authorised representatives of the Municipality and NHE, where applicable, before the transfer of the property is proceeded with.

(r) That Council informs the National Housing Enterprise (NHE) that, upon settlement of all outstanding amounts due to the NHE, its pre-emptive right shall be cancelled, and it shall thereafter no longer form part of subsequent transfer transactions.

(s) That all beneficiaries who dispose of their properties to approved third-party purchasers in terms of the adopted framework be informed that they shall not qualify for any future allocation under Council's low-cost housing programmes

(t) That Council discontinues the practice of waiving its pre-emptive right to permit transfers to third parties who do not satisfy the qualifying criteria approved under recommendation (c), except where otherwise authorised by law or Council resolution.

(u) That any previous Council practices or administrative procedures relating to the waiver of the pre-emptive right that are inconsistent with the Standard Operating Procedure are hereby withdrawn.

(v) That the Housing section maintains a central register of all applications, decisions, waivers, transfers and related transactions involving the Municipality's pre-emptive right for purposes of monitoring, reporting, accountability and audit.

11.1.36 **HONG MEI ENGINEERING GROUP (PTY) LTD: ADDITIONAL PORTION OF LAND TO EXTEND THE EXISTING LEASE AREA**
(C/M 2026/10/29 - 4/1/1/5)

Ordinary Management Committee Meeting of **15 October 2026**, Addendum **10.1,** page **03,** refers.

A. **This item was submitted to the Management Committee for consideration:**

1. **Introduction**

On **29 June 2026,** under item 11.1.25, Council approved the initial application by Zhong Mei Engineering Group (Pty) Ltd (hereinafter referred to as ZMEG) for a lease portion of land for the establishment of a construction site. The complete decision is attached as **Annexure "A".**

On **09 September 2026,** the attached application was received from ZMEG requesting an additional portion of land located to the north of the current lease area, which is required to expand/enlarge the existing lease site.

An additional 20m strip is applied for, which will increase the current lease area from 3 600m² to 4 600m².

2. **Discussion**

The conditions approved by Council on **29 June 2026** under item 11.1.25 will remain in place, and only the lease area will increase.

3. **Proposal**

It is proposed to approve the application for an additional portion of land, which will increase the existing lease area by 1 000m² and the rental levy too as Council approved a per square metre rental levy.

ZMEG signed the lease agreement for the initial lease area, and an addendum to the lease agreement will be required to amend the lease area.

B. **After the matter was considered, the following was:-**

RECOMMENDED:

(a) **That Council approves the application dated 9 September 2026 received from Zhong Mei Engineering Group (Pty) Ltd for an additional portion of land located to the north of the current lease area which will increase the lease area from 3 600m² to 4 600m².**

(b) **That the lease conditions approved by Council on 29 June 2026 under item 11.1.25 be applicable to the additional portion of land.**

(c) **That an addendum to the lease agreement be compiled recording the increased lease area and associated increased rental for the remainder of the 12-month lease period.**

ANNEXURE "A"
COUNCIL'S DECISION OF 29 JUNE 2026

11.1.25 **ZHONG MEI ENGINEERING GROUP (PTY) LTD: APPLICATION FOR ALLOCATION OF A PORTION OF LAND AS TEMPORARY CONSTRUCTION SITE**
(C/M 2026/06/29 - 4/1/1/5)

RESOLVED:

(a) That the application by Zhong Mei Engineering Group (Pty) Ltd dated 19 May 2026 to lease a portion of land measuring approximately 3 600m² (60m x 60m) for the exclusive purpose of establishing a construction site for the execution of Bid No W/RB/NW-005/2026 (Annexure "B", on file) be approved; subject to the conditions set-out under point (c) below.

(b) That a portion of land as identified in Annexure "C" (on file) be allocated for this purpose.

(c) That the following conditions be applicable:

(i) That the lease term be set for 12 months and it is therefore not required to publicly invite objections in terms of the Local Authorities Act, Act 23 of 1992, as amended.

(ii) That the lease of the land be at a rental amount below from 1 June until 30 June 2026 and subject to a 7% annual increase from 01 July 2026:

1. ***3 600m² x N$3.08 = N$11 088.00 + N$1 663.20 (15% VAT) = N$12 751.20 / month; and***
2. ***a maximum of 2 x accommodation units based on the smaller size at N$ 424.27 per unit, i.e. therefore 2 x N$424.27 = N$848.54 + N$127.28 (15% VAT) = N$ 975.82 / month.***

(iii) That a refundable deposit, equal to one month's rent be paid.

(iv) That a deposit of N$100 000.00 be paid for the rehabilitation of the area, if required.

(v) That Zhong Mei Engineering Group (Pty) Ltd makes arrangements for the provision and usage of electricity with Erongo RED at its own cost.

(vi) That, if applicable, Zhong Mei Engineering Group (Pty) Ltd be required to pay a refundable electricity deposit equal to the monthly rental which shall be applied and used only if an outstanding account remains with Messrs Erongo RED upon termination of the lease.

(vii) That the remainder of (vi) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account from Erongo RED in the name of the lessee has been paid in full.

been paid in full.

(viii) That, if required, Council gives consent to Zhong Mei Engineering Group (Pty) Ltd in terms of the Town Planning Amendment Scheme 12 to engage in construction and manufacturing activities required for the pipeline contract.

(ix) That either party can give 3 calendar months' written notice of the cancellation of the agreement.

(x) That Council's standard conditions of lease be made applicable to the agreement.

(xi) That the following special conditions be applicable:

1. *That the lessee shall be responsible for the cleanliness and tidiness of the property.*
2. *That there is no guarantee that the property is suitable for the lessee's purposes.*
3. *That written permission be obtained, should the lessee wishes erect any, sign or advertising material on the outside of the Property.*
4. *That no subletting be allowed.*
5. *The Council be indemnified against any claim from whatever cause arises.*
6. *That the area be properly fenced in.*
7. *That a maximum of 2 staff accommodation units be allowed on site, subject to (approved by Council on 31 August 20217):*

   (a) The accommodation facilities shall be fenced off from the working area.

   (b) Suitable fire fighting equipment shall be installed in all facilities and shall be inspected by Fire Fighting Section prior to occupation.

   (c) The accommodation shall be inspected for approval by Health and Solid Waste Management Department prior to it being used.

   (d) As an alternative to the sewage treatment system, a containment tank may be used, with the tank emptied regularly with a water-truck and the sewage disposed to the municipal disposal works with prior arrangement with the Swakopmund Municipality.

   (e) If meals will be prepared on site, and food stored on site, a fully functional kitchen shall be provided, complete with suitable refrigeration / freezers to maintain food in safe condition. This facility shall be inspected by Health and Solid Waste Management Department at regular intervals.

   (f) An area shall be prepared for personnel recreation after hours / outside working time.

   (g) All accommodation facilities, and all walking areas shall be provided with sufficient lighting.

   (h) It is also recommended that:
   - *(i) alcohol not be allowed*
   - *(ii) walkways provided with gravel to keep the accommodation clean*
   - *(iii) Potable water for residential purposes be provided at the cost of the lessee to the satisfaction of the Health and Solid Waste Management Department and Engineering, Urban Development and Environment Department.*

(d) That it be stated in the lease agreement that Zhong Mei Engineering Group (Pty) Ltd rehabilitate the area according to the satisfaction of Engineering, Urban Development and Environment Department and Health and Solid Waste Management Department.

ANNEXURE "B"
APPLICATION FOR ADDITIONAL LAND TO EXPAND/ENLARGE THE LEASE AREA

From: Isaak Abraham <isaak.n.abraham@gmail.com>
Sent: Wednesday, 09 September 2026 12:55 PM
To: Alfeus Benjamin <abenjamin@swkmun.com.na>; Annalize Swart <aswart@swkmun.com.na>
Cc: Stephny Bruwer <sbruwer@swkmun.com.na>; weiyuanjoe@gmail.com
Subject: Re: Construction Site Application - Swakopmund

Dear Chief Executive Officer,

I hope you are well.

We kindly request the Municipality's consideration and approval for an extension to the **ZhongMei Engineering Group (Pty) Ltd contractor's camp site**, specifically an additional **20 metres on the northern side (1000 m²)** of the currently **(3600 m²)** allocated camp area.

The requested extension is required to provide additional space for the proper and safe management of the project's site facilities, materials, equipment and associated temporary infrastructure. The additional area will assist us in maintaining an orderly and safe camp arrangement and supporting the efficient execution of the Works.

The proposed extension will be limited to the additional **20-metre area on the northern side** of the existing camp site and will be used strictly for purposes associated with the project.

We would therefore appreciate the Municipality's consideration of this request and, if acceptable, approval for the proposed extension. We are available to provide a site layout or meet with the Municipality's representatives on site should an inspection or further clarification be required.

We appreciate the Municipality's continued cooperation and support towards the successful implementation of the project.

Yours faithfully,

Isaak Abraham

Cell:+264 81 639 1111
E-mail: isaak.n.abraham@gmail.com
Contract No.: W/RB/NW-005/2026
Project: Construction of Schwarzekuppe – Swakopmund Pipeline Replacement Sections 6B & 6C