



a world class African city

40 De Korte Street Braamfontein P.O Box 2824 Johannesburg 2000

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# **APPLICATION FORM: JCP's NATURE RESERVES & CONSERVATION AREAS**

JHB City Parks Nature Reserves are characterized as a sensitive conservation area and thus activities undertaken on this area must be limited and confined to demarcated public areas.

Noise Control Regulations, 1999 published in Provincial Gazette Extraordinary No 75 of 20 August 1999 in Notice 5479, 1999 in terms of section 25 of the Environmental Conservation Act 1989 (Act 73 of 1989). A fine of R20 000 or jail sentence of both may be imposed for an offence.

Kindly complete the following forms and return it to the Events Department on fax number attached within 24 hours of receipt. The applicant must adhere to the Terms & Conditions in order to use Johannesburg City Parks Facility. Incomplete applications will **NOT** be processed (number of pages: 14). It is the responsibility of the applicant to follow up on the status or progress of the application form(s).

Booking for the usage of the Nature Reserves and Conservation Areas are done telephonically or in person. Kindly initial each page and sign were applicable. Support to use the above-mentioned facility is granted on condition that but not limited to the following is strictly adhered to:

#### TERMS AND CONDITIONS

- 1 Johannesburg City Parks is indemnified against all loss, costs or claims, damages to possessions through acceptance of the letter of permission, which may arise as a result of the use of the park.
- 2 Official operating times of the reserve **MUST** be adhered to at all times
- 3 The number of people to be present on site must be that of the number of people as per the indication of the application.
- 4 Movement must only be confined to areas demarcated for public use.
- 5 Noise must be limited or reduced to a level that does not disturb peace and tranquil ambiance of the reserve and the surrounding environment or neighboring properties.
- 6 Outdoor high output sound systems are not allowed on site as they may cause unwarranted distress to wild animals.
- 7 Traffic control and parking must be managed in a manner that does not cause inconvenience to the reserve users.
- 8 Braais must be restricted to allocated areas only. **NO** bottles are allowed, all beverages must be de-canned.
- 9 Emergency and Security personnel must be stationed on site to attend to any eventualities.
- 10 Driving of quad bikes and vehicles on grasslands is **NOT** allowed except emergency vehicles.
- 11 **NO** plants, animals or archaeological artifacts must be removed or disturbed on site.
- 12 The By-laws that govern behavior within a protected area must be observed at all times.
- 13 Any transgression of the regulations and conditions will be considered as a noncompliance and JCP reserve the right to revoke the approval and institute legal action.

- 14 Unannounced site inspections prior-during and after the event will be undertaken by JCP Park Wardens, if non compliant to the Terms and Conditions is identified appropriate action will be instituted against the user/s.
- 15 The site shall be cleared immediately upon completion of the event and shall be left in similar conditions prevailing immediately before being hired to the satisfaction of the Managing Director: Johannesburg City Parks or his delegated representative.
- 16 Please take note that the event scheduled must end at **18:00**. Should such time limit not be adhered to, it will result in the deposit being forfeited to Johannesburg City Parks and the user being ejected from the premises.
- 17 A non-refundable admin/booking reservation fee is requested before application is processed. Proof of the non-refundable admin/reservation fee must be forwarded to JCP with client's name and event name as reference; in order for JCP to secure the dates on the events calendar.
- 18 The client is liable for a facility hiring fee and a refundable deposit in order to obtain permission to utilize the requested facility.
- 19 Cancellation of events
  - a. Cancellation of booking 21 days prior to the event: 100% refund the facility fee and refundable deposit.
  - b. Cancellation of booking 14 days prior to the event: 50% refund the facility fee and refundable deposit.
  - c. Cancellation of booking 7 days prior to the event: no refund
- 20 Proof of payment for event must be faxed within two (2) weeks (maximum period waiting) prior to the event. JCP will not issue an approval letter for the event/s without proof of payment. Cash will not be accepted. All payments should be done directly into Johannesburg City Parks account.

- 21 For deposit refund purposes Johannesburg City Parks require proof of banking details of the event organizer in the form of a cancelled cheque or the top section of the bank statement accompanied by your identification document (ID).
  - a. BANKING DETAILS:

Bank:	STANDARD BANK
Account Name:	JOHANNESBURG CITY PARKS
Account Number:	AB15
Branch Code:	43 42 01

- Depending on the magnitude if the event, Johannesburg City Parks may apply Section21 and 22 of the Public Open Space By-Laws.
- 23 Johannesburg City Parks will not be held responsible for any negligence caused by the applicant/s or event organizer.
- 24 Providing any additional facilities, i.e. refuse removal, tables, chairs, etc. at your own cost. Please take note that new animal will have been introduced by then and should not be disturbed and stressed.
- 25 No firework displays are allowed in any of Johannesburg City Parks facilities.
- Adequate steps to be taken to eliminate the generation of noise and avoiding excessive amplification. Horn loudspeakers are particularly prone to causing a public disturbance and may not be used. Kindly bear in mind that some parks are situated within a residential area and therefore no loud noise or music is allowed after 18:00 and the park must be vacated at 18:00.
- 27 Leaving the park in a clean, tidy and undamaged condition, failing which Johannesburg City Parks will have the site cleaned/reinstated and submit the account for any excess expense to the applicant.
- 28 Making the necessary traffic and security arrangements with the Johannesburg Metro Police Department on 011-490 1772. Facility users are responsible for removal of

possessions immediately on completion of the event. No standby or security staff will be provided by City Parks.

- 29 Arrangements for litter removal shall be made by the organizers and all health requirements as stipulated by Johannesburg City Parks shall be adhere to.
- 30 Non-compliance with the above conditions or any by-laws will result in immediate cancellation of the event and legal action against the organizer of the event as well as the forfeiture of the deposit.
- 31 The event organizer must have at all times whilst the facility is being utilized a letter of permission must accompany you during the period the park is used and must be produced on request to any authorised Johannesburg City Parks or Metropolitan Municipal official.

I trust the above meet with your approval and wish you every success with your function.

Yours sincerely

Events Administration Office Marketing and Communications Johannesburg City Parks Tel: 011 712-6664/ 6714/ 6614 Fax: 086 685 1222/086 648 3087/ 086 684 8661

#### PARTICULARS OF APPLICANT:

4		
1.	Name of Applicant or Company	
2.	Contact person	
3.	Physical Address	
4.	Postal Address	
5.	Contact Details:	Home: ( ) Work: ( ) Cell phone: ( ) Fax number :( ) E-Mail Address:

#### PARTICULARS OF EVENT:

6.	Name of Facility	
7.	Name of Event	
0	Detailed description of activity and the	
0.	Detailed description of activity and the secondary activity in detail	
9.	Date of Event	
10.	Start time of the Event	
11. Name and contact number of person controlling the Event		Name:
		Tel:
12.	Date(s) required for set-up	
13.	Date (s) required for break-up	
14.	Estimated Number of People Attending	
15.	Who will be Broadcasting or Performing?	

16. Will there be any dignitaries present at the Event? If so, who will be present?	
<b>17. Type of food and Alcohol on sale</b> (Enclosed area <b>MUST</b> be provided. It is mandatory for the applicant to obtain Liquor License should there be alcohol sold. Bottles are <b>NOT</b> allowed in JCP's facilities; all beverages/drinks <b>MUST</b> be de- canned.)	
18. Will there be any structures/stage/ sound on site?	
19. Activity Objectives: Is the proposed activity compatible with the current Land Use for the area of facility- YES/NO? please provide brief details	
20. Proposed area required for the activity in meters squared/hectares	
21. Is the proposed activity a listed activity in terms of the regulations No.1182 & No.1183 of the Environmental Conservation Act (Act 73 of 1989)-Yes/No? If it is a listed activity please give details	
22. Will the activity negatively impact on the surface soils and geology of the area surrounding the site, include only general information and any specific problems which may relate to the activity (e.g. compaction due to heavy vehicles and machinery	
23. Will the activity negatively impact on the use of water?	
24. Describe the existing vegetation on the site and how the activity will impact it negatively?	
25. How far (approximately) is the intended activity from a formal or informal residential area?	

25. Are any of the located on the site earmarked for use?	
a) a river, stream, dam, or wetland (including pans and seasonal vleis) YES NO	_
b) a conservation or open space are: YES NO	
c) a ridge or other prominent landscape feature: YES NO	
d) an area that is of cultural importance, e.g. a heritage site, place of worship: YES NO	
e) an area of archaeological or paleontological value: YES NO	
f) any Red Data or other protected plant or animal species: YES NO	
g) power lines, water pipes or other servitudes: YES NO	
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a) a river, stream, dam, or wetland (including pans and seasonal vi	
b) a conservation or open space are:	m <sup>2</sup>
c) a ridge or other prominent landscape feature:	m <sup>2</sup>
d) an area that is of cultural importance, e.g. a heritage site, place o	•
e) an area of archaeological or paleontological value:	m <sup>2</sup>
f) any Red Data or other protected plant or animal species: YES	NO
g) power lines, water pipes or other servitudes: YES I	10
h) a hospital or school	m <sup>2</sup>
h) a hospital or school 27. Is the activity significantly different from surrounding land-uses residential area, or a marathon race in a conservation area etc? Ple YES NO	s e.g. a music concert in a
27. Is the activity significantly different from surrounding land-uses residential area, or a marathon race in a conservation area etc? Ple	s e.g. a music concert in a ase give brief details

	II there be any emissions into the atmosphere? If yes, please give brief details: NO NO
1. So	lid Waste:
a)	What solid waste products will be generated? Please give brief details including estimat of quantities
b)	How will these waste products be disposed of?
2. Eff	luent:
	What effluent will be generated? Please give brief details including estimates of quantities?
b)	How will this effluent be treated (if applicable) before disposal?
c)	How will this effluent be discharged and when?
stima	II any hazardous substances be produced or utilized? Please give brief details including ates of quantities NO

	Electricity		
b)	Sewage		
c)	Solid Waste		
d)	Water		
a)	er the ffg. Questions: What is the scale or extent of construction 		
	What is the extent and scale of removing ve		
d)	How will the area be restored or rehabilitate	ed near to its original state?	
Ple	ease provide Safety and Emergency evacuat	tion plans	
	pplicant's Banking Details	Bank:	
roof of banking details to be faxed together with		Name of acc.holder:	
	le City Parks a certified copy of your <b>ID</b> .)	Account number:	
of (			
	of payment <b>1 week</b> before the event, kindly le City Parks a certified copy of your <b>ID</b> .)		

PLEASE NOTE: If deemed necessary the following information may be required at a latter stage:

### DEED OF INDEMNITY

1. I, \_\_\_\_\_\_the undersigned, in my capacity as

\_\_\_\_\_\_ of \_\_\_\_\_\_ indemnify Johannesburg City Parks, its Directors, employees, representatives and agents that:

- 1.1 The indemnity grantor is fully aware that duties assigned to JCP may involve hazardous activities and the indemnity grantor fully accepts all the risk associated therewith.
- 1.2. The Indemnity Grantor hereby releases JCP, its Directors, Employees, Representatives and Agents from all liability and holds each and all of the indemnified persons harmless against all claims, damages, injuries, losses, deaths, expenses and liabilities arising out of being conveyed in JCP vehicle or being involved in planting of trees without limitation to:
  - 1.2.1 Any personal injury or loss of life.
  - 1.2.2 Any loss or damage to property belonging to the Indemnity Grantor or any third party which may occur whilst Indemnity Grantor is visiting JCP property or he/ she being convened in JCP vehicle whether arising out of strict liability, statute or otherwise and whether caused by the negligence or gross negligence on the part of JCP, its Directors, Employees, Representatives or Agents.
- 2. JCP, its Directors, Employees, Representatives or Agents shall further not be liable for any consequential loss or damages whatsoever.
- 3. Each clause of this deed of indemnity is independent and severable from all other clauses.
- 4. The acknowledgements, agreements and undertakings in this indemnity shall be deemed to be made in favour of Directors, Employees, Representations and Agents of JCP capable of acceptance at any time.
- 5. Each element of the release from liability and/or indemnity in respect of each cause or activity covered by this release from liability and/or indemnity shall be separate and severable from other elements.
- 6. This indemnity shall in all respects be governed by the laws of the Republic of South Africa and all disputes, actions and other matters arising in connection therewith, shall be determined in accordance with such laws.

SIGNED AT		ON THE DAY OF
	_ 2005	
N THE PRESENCE OF T	HE UNDERSIGN	IED WITNESSES
WITNESSES:		
1		
1 2		INDEMNIFIED PERSONS

## **FOR OFFICE USE ONLY**

REGIONAL MANAGER	(name)
REASON/COMMENTS (manager must provide comme	
SUPPORTED	REJECTED
SIGNATURE OF REGIONAL MANAGER	DATE
PARK RANGER MANAGER	(name)
MARKETING AND COMMUNICATIONS	
NAME OF MANAGER	
REASONS/COMMENTS	
APPROVED	DECLINED
SIGNATURE OF MANAGER	DATE
	14