

**Table Mountain National Parks
Permit Conditions and Indemnity for the
Commercial Operators**

Interpretation

1. In these conditions, unless the context requires otherwise:

Act means the *National Environmental Management: Protected Areas Act of 2003 (Act 57 of 2003) and regulations*, management plans and directives in terms thereof as amended from time to time;

Indemnity means the release and indemnity attached to these conditions;

Management plan means the management plan in force from time to time for the Park under the Act;

Park means Agulhas, Bontebok, Table Mountain, Tankwa Karoo and West Coast National Parks in the Cape Region;

Park Manager means the Manager of a specific National Park within the Cape Region and includes the Manager's delegates and successors;

Permit means the permit issued, subject to these conditions, to the Permittee by the Park Manager in relation to commercial tours by land vehicle and vessel.;

Permit Period means the period for which the Permit applies, as specified on the Permit;

Permitted Activity means the activity specified on the Permit;

Permittee means each person to whom this permit is issued, and includes the Permittee's Staff;

Permittee's Staff means the Permittee's employees, contractors, agents and representatives, and other participants in the Permitted Activity authorised by the Permittee, who take part in, or are otherwise involved with, the Permitted Activity;

Person includes individuals, companies, and other commercial entities;

Section Ranger means a person appointed as a section ranger within the national park;

Vehicle means the vehicle used by the Permittee to carry out, or otherwise used in connection with, the Permitted Activity;

2. In these conditions, unless the context requires otherwise:
- (a) the singular includes the plural and vice versa;
 - (b) if a word or phrase is defined, other grammatical forms of that word or phrase have corresponding meanings;
 - (c) the words 'without limitation' are taken to follow words of inclusion, including 'include', 'including' and 'includes';
 - (d) where the word 'must' requires a person to do or not do something, the obligation is taken to mean that the person must take all reasonable steps to do or not do the thing;
 - (e) a reference to a regulation is to that regulation of the Regulations.

General conditions

3. The Permittee must not conduct the Permitted Activity before the start of, or after the end of, the Permit Period.
4. The permit is only valid if SANParks has received the duly completed and signed Acknowledgement and Indemnity attached. The Permittee must, before commencing the

Permitted Activity, properly execute the attached acknowledgment and the Indemnity, and forward to the following address:

The Park Management
Table Mountain National Park Telephone
021 712-23 37 Fax 021 713 15 42
P O Box 37 or Tokai Manor
Tokai Road, Tokai

- 5. The Permittee must give the Park five working days' notice of its intention to commence the Permitted Activity, by contacting the Park Management on 021 712 23 37.
- 6. The Permittee must carry a copy of the Permit and these conditions, or keep a copy in its Vehicle, at all times whilst the Permittee is engaged in the Permitted Activity, and must produce it when requested by an employee of SANParks.
- 7. The Permittee must hold all licences and authorisations required by law for the Permitted Activity.
- 8. The Permittee must comply with the Act and any legislation relating to the Permitted Activity and incidental or ancillary activities.
- 9. The Permittee must comply with all signs, notices, information, guidelines, codes of conduct, protocols and directions relating to the Park issued by, or under the authority of, the Park manager.
- 10. The Permit cannot be transferred by the Permittee to another person.
- 11. The Permittee must notify the Park Manager in writing of the following occurring:
 - (a) the Permittee sells a business to which the Permit relates;
 - (b) the Permittee ceases to conduct the Permitted Activity for any reason;
 - (c) if the Permittee is a company, there is a change in ownership of the majority of the issued shares in the company.
- 12. The Permittee must not:
 - (a) allow the participation of;
 - (b) use directly in the conduct of the Permitted Activity the services of;
 - (c) if the Permittee is a company or other incorporated body, have as a director or office holder, a person who has been convicted within the previous five years of an offence;
 - (d) under the Act;
 - (in terms of any legislation relating to the protection, conservation or management of native species, ecological communities or heritage.
- 13. The Permit does not give the Permittee any rights to the exclusive use, enjoyment or occupancy of the Park or any part of it, unless expressly provided for in the Permit.
- 14. The Permittee must ensure that the Permittee's Staff are fully informed of, are familiar with and understand these conditions before they commence taking part in the Permitted Activity.
- 15. The Permittee is responsible at all times for the safety, well being and behaviour of the Permittee's Staff. The Permittee must ensure that it has appropriate procedures in place to minimise the risk of potential hazards to the Permittee's Staff.
- 16. If a member of the Permittee's Staff contravenes these conditions, the Park Manager may:
 - (a) notify the Permittee of the contravention;
 - (b) direct the Permittee to cease using the services of that person within the Park for a specified time, and the Permittee must immediately comply with that request.

17. These permit conditions may be varied or revoked or new conditions imposed at the discretion of SANParks to comply with its objectives under the Act the Park manager will, so far as circumstances allow, consult with the Permittee before taking action.

Commercial conditions

18. The Permittee must maintain appropriate training, qualifications and experience to competently conduct the Permitted Activity.
19. The Permittee must keep the Park Manager informed of all locations and times at which the Permitted Activity is to be conducted.
20. The Permittee must notify the Park Manager as soon as it receives a request for media comment about the Permitted Activity, and must not issue a press release or other statement in relation to the Permitted Activity without the prior written approval of the Park Manager.
21. The Permittee is responsible for obtaining all other permits and authorisations required to conduct the Permitted Activity.

Park specific conditions

22. The Permittee must provide a means of communication, either radio or telephone (or both), at all times when conducting the Permitted Activity in the Park.
23. The Permittee must ensure the Permittee's Staff are fully informed of, are familiar with and understand the safety information contained in the Park visitor guide.
24. Except as authorised by the Permit, the Permittee must not interfere with, handle, disturb or feed animals, and must not pick fruits, flowers, or otherwise damage plants in the Park. In particular, no seabirds or nests may be interfered with in any way in the course of or in relation to the Permitted Activity unless specifically authorised by the Permit.
25. The Permittee must not damage or remove buildings or other structures, natural features or cultural heritage places or objects in the Park.
26. The Permittee must not litter in the Park or bring soil, firewood, living or viable plant materials, or animals into the Park unless specifically authorised by the Permit.
27. The Permittee may drive, ride or tow a vehicle only on a road that is not designated as a restricted access road by an 'Authorised Persons Only' or 'Service Road - Walkers Only' sign, or on a designated public access track, or in a designated parking area.
28. The Permittee must at the request of the Park Manager be accompanied by a guide or Environmental Control Officer approved by the Park Manager when undertaking the Permitted Activity in sensitive zones within the park.

The Permittee must execute the following acknowledgement and Indemnity and forward to the Park Manager along with the completed Application Form.

The permittee fully understands and agrees to abide by these Permit Conditions.

Signed _____

Date _____

Permit No _____

(The acknowledgement must be signed by the Permittee or, if the Permittee is a company or body, by its duly authorized officer)

In the presence of

Dated _____

RELEASE AND INDEMNITY

THIS DEED made the day of 20

WITNESS as follows:

In consideration of the permit issued to the Permittee, the Permittee agrees:

- (a) to release SANParks and their servants and agents (**released parties**) from all claims that the Permittee might at any time have or have had against the released parties, in respect of injury, loss or damage that may be suffered by the Permittee in the course of the Permitted Activity, except to the extent that an act or omission involving fault on the part of the released parties caused or contributed to the relevant injury, loss or damage; and
- (b) to indemnify and keep indemnified SANParks and their servants and agents (**indemnified parties**), against all actions, proceedings, claims and demands brought against the indemnified parties, in respect of injury, loss or damage arising out of:
- (i) a breach of the permit conditions by the Permittee or the Permittee's Staff; or,
- (ii) an act or omission of the Permittee or the Permittee's Staff in the course of the Permitted Activity, except to the extent that an act or omission involving fault on the part of the indemnified parties contributed to the relevant liability, loss or damage.

SIGNED SEALED AND DELIVERED

by or on behalf of the Permittee:

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(The Indemnity is to be signed by the Permittee or, if the Permittee is a company or other body by its duly authorised officer) in the presence of:

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