APPLICATION FORM: JOHANNESBURG BOTANICAL GARDENS

Name of facility within the JHB Botanic Gardens: __________________________

NB!!! (Incomplete applications will NOT be processed - number of pages: 08)

Kindly complete the following forms and return it to the Facility Hiring Department. The applicant must adhere to the Terms & Conditions in order to use a Johannesburg City Parks & Zoo (JPCZ) facility. It is the responsibility of the applicant to follow up on the status or progress of the application.

Booking for the use of Johannesburg Botanical Garden are done by e-mail, fax or in person. Kindly initial each page and sign where applicable

Incomplete application forms will not be considered

An application for permission to hold an event at Johannesburg Botanical Garden must be made at least 21 days prior to the proposed date of the event.

The City of Johannesburg and Johannesburg City Park Zoo (JPCZ) approval is based on Joint Operation Committee (JOC) and Metro Police (JMPD) approval, and their requirements. The permission will only be issued if the event is approved by City of Johannesburg Joint Operation Committee (JOC).

The City of Johannesburg and Johannesburg City Parks accepts no responsibility or liability for any injuries, negligence or loss of whatever nature during the utilization of the Johannesburg Botanical Garden.

All relevant Public Open Space By-Laws (Published in Provincial Gazette Extraordinary No 179 dated 21 May 2004 under notice No.831) and regulations must be adhered to before, during and after the event.

Damage to infrastructure will not be allowed. Appropriate penalties may be imposed in the event of any damages caused
TERMS AND CONDITIONS:

As Johannesburg Botanic Garden (JBG) is a conservation area, Johannesburg City Parks & Zoo (JCPZ) need to ensure that big events taking place there do not threaten the flora and generally the reputation of the garden. We thus have the following conditions with regard to big events.

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.

1. JBG will be able to host 1 big event after every 3 months interval, thus only 4 events will be permitted annually.
2. The client must visit the facility requested before applying. For big events the client must arrange a site meeting with the curator of JBG.
3. JBG shall ensure that City By-Laws are adhered to during any of these events.
4. Events to be allowed are those that would not harm the environment or be a threat to the well-being of the vegetation.
5. Events will be approved by JBG Management on its own discretion, subject to an approval from the Marketing and Communication Department.
6. On approved events, promoters would have to engage in a proper consultation with JBG stakeholders (communities, councilors, gardens users) about the nature of the event and its implications.
7. Usage of vegetation as means of support structure, decoration or any other use is not allowed.
8. No removal of any vegetation, diggings of holes and removal of park furnisher are NOT allowed in the garden.
9. Usage of JGB without proper permission will result in the event organizer being evicted and the fine determined by JCP levied.
10. No vehicles are allowed to drive on top of the lawn or drive in a manner that will damage vegetation within the garden. This includes all vehicles related to the events, could be production, service providers, guests etc.
11. Special permission can be given by the curator’s office on vehicle that requires to be driven on top of the lawn.
12. Security of equipment on site lies with the promoters.
Any deviation from the initial agreement between JCP and the applicant / promoter may lead to the event being stopped.

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.

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 evicted from the premises.

The client is liable for a facility hiring fee and refundable deposit and non-refundable admin fee in order to obtain permission to utilize the requested. The refundable deposit charged will be refunded **21 days** after the event if there was not damages, litter or any other complain.

Cancellation of events

a. Cancellation of booking **21 days** prior to the event after payment was received a 100% refund of the facility fee and refundable deposit but non-refundable the admin fee.

b. Cancellation of booking **14 days** prior to the event after payment was received a 50% refund of the facility fee and the refundable deposit but not the non-refundable the admin fee.

c. Cancellation of booking **7 days** prior to the event: no refund

Proof of payment must be faxed within 2 weeks (maximum waiting period) prior to the event. JCPZ will not issue an approval letter for the event/s without proof of payment.

For deposit refund purposes Johannesburg City Parks & Zoo require proof of banking details of the event organizer in the form of a cancelled cheque or the top section of the bank statement or letter from the bank confirming your banking details

**BANKING DETAILS:**

- **Bank:** STANDARD BANK
- **Account Name:** COJ JHB CITY PARKS MAIN
- **Account Number:** 000197122
- **Branch Code:** 000205

Depending on the magnitude if the event, JCPZ may apply Section 21 and 22 of the Public Open Space By-Laws.
Johannesburg City Parks will not be held responsible for any negligence caused by the applicant/s or event organizer.

Providing any additional facilities, i.e. refuse removal, tables, chairs, etc. at your own cost and No firework displays are allowed in any of JCPZ’s 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.

Leaving the park in a clean, tidy and undamaged condition, failing which JCP will have the site cleaned/reinstated and submit the account for any excess expense to the applicant over and above the client’s refundable deposit will be forfeited.

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 & Zoo.

Arrangements for litter removal shall be made by the organizers and all health requirements as stipulated by Johannesburg City Parks & Zoo shall be adhere to.

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.

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.

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

Yours sincerely

Events Administration Office
New Business Development
Johannesburg City Parks
Tel: 011 712-6664/ 6748
Fax: 086 685 1222/086 684 8661
PARTICULARS OF APPLICANT:

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<tbody>
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<td>1. Name of Applicant or Company</td>
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<td>2. Contact person</td>
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<td>3. Physical Address</td>
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<td>4. Postal Address</td>
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<td>5. Contact Details:</td>
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<td>E-Mail Address:</td>
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PARTICULARS OF EVENT:

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<td>6. Name of facility</td>
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<td>7. Detailed description of event</td>
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<td>8. Date of event</td>
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<td>9. Start &amp; End time of the event</td>
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<td>10. Name and contact number of person</td>
<td>Name:</td>
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<td>Question</td>
<td>Answer</td>
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<tr>
<td>1. Controlling the event</td>
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<td>2. Date(s) required for set-up</td>
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<td>3. Date(s) required for break-up</td>
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<td>4. Estimated Number of People Attending</td>
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<td>5. Will entrance fee be charged? If so, How much?</td>
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<td>6. Who will be Broadcasting or Performing?</td>
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<td>7. Will there be any dignitaries present at the Event? If so, who will be present?</td>
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<td>8. Will there be any structures/stages/sound on site?</td>
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<td>9. Type of food and Alcohol on sale</td>
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<td>(Enclosed area MUST be provided. It is mandatory for the applicant to obtain Liquor License should there be alcohol sold. Bottles are NOT allowed in JCP’s facilities; all beverages/drinks MUST be de-canned.)</td>
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SIGNED AT ________________ ON THE ____ DAY OF ________________ 20__

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

WITNESSES:

1. ________________ ________________

   INDEMNIFIED PERSONS

2. ________________

   ________________ (name) ________________ (name)
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, Representatives 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.
FOR OFFICE USE ONLY

Booking officials

Application received: __________
Process by: __________
Quoted by: __________
Permission letter issued: __________

REGIONAL MANAGER __________________________ (name)

COMMENTS (manager must provide comments)
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

SUPPORTED ☐                         REJECTED ☐

SIGNATURE OF REGIONAL MANAGER __________________________ DATE __________

FACILITY HIRING SUPERINTENDENT

COMMENTS
________________________________________________________________________
________________________________________________________________________

APPROVED ☐                        DECLINED ☐

SIGNATURE OF MANAGER ______________ DATE __________

FACILITY HIRING GENERAL MANAGER

COMMENTS
________________________________________________________________________
________________________________________________________________________

APPROVED ☐                        DECLINED ☐

SIGNATURE OF MANAGER ______________ DATE __________