APPLICATION FORM FOR THE USE OF: A PUBLIC PARK

FACILITY\PARK NAME:..............................................

PLEASE NOTE

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 public parks 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 in a Public Park must be made at least 21 days prior to the proposed date of the event.

The final approval from the City of Johannesburg and Johannesburg City Park and Zoo is based on Joint Operation Committee (JOC) and Metro Police (JMPD) approval, and their requirements. The JOC is a legal compliance body that ensures events are adhering to the events act. This is not a permission letter. The permission letter will only be issued once the event is approved by City of Johannesburg Joint Operation Committee (JOC).

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

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. (For Public Park By-Laws refer to page 5 to page 7 of this document)

Damage to infrastructure is a crime. Appropriate penalties may be imposed in the event of any damages caused
TERMS AND CONDITIONS:

1. Johannesburg City Parks & Zoo (JCPZ) 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. 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 & Zoo or his delegated representative.

3. Please take note that the event scheduled must end at 18:00 unless specifically approved otherwise by JPCZ. Should such time limit not be adhered to, it will result in the deposit being forfeited to JCPZ and the user being evicted from the premises.

4. The client must visit the facility requested before applying for the use of that facility.

5. The client is liable for a facility hiring fee, a refundable deposit and non-refundable administration fee in order to obtain permission to utilize the requested facility.

6. Cancellation of events
   
   a. Cancellation of booking 21 days prior to the event: 100% refund of the facility fee and 100% refundable deposit will be paid back excluding administration fee to organizer.
   
   b. Cancellation of booking 14 days prior to the event: 50% refund of the facility fee and the 100% refundable deposit excluding the administration fee will be paid back to organizer.
   
   c. Cancellation of booking 7 days prior to the event: no refund will be paid back to the organizer.

7. Proof of payment for the event must be faxed; e-mailed or hand delivered within two (2) weeks minimum prior to the event. JCPZ will not issue an approval letter for the use of the facility for the event/s without proof of payment thus rendering the event illegal.

8. For purpose of payment of fee and refundable deposit and non-refundable admin fee.
a. **BANKING DETAILS:**

<table>
<thead>
<tr>
<th>Bank:</th>
<th>STANDARD BANK</th>
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<tbody>
<tr>
<td>Account Name:</td>
<td>JOHANNESBURG CITY PARKS</td>
</tr>
<tr>
<td>Account Number:</td>
<td>00197122</td>
</tr>
<tr>
<td>Branch Code:</td>
<td>00 02 05</td>
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9 For payment of the refundable deposit, JCPZ requires proof of banking details of the event organizer in the form of a cancelled cheque, stamped letter from the bank or stamped bank statement. This will be processed 21 working days after the event.

10 Depending on the magnitude of the event, JCPZ may apply Section 21 and 22 of the Public Open Space By-Laws. *(Published in Provincial Gazette Extraordinary No 179 dated 21 May 2004 under notice No.831)* Refer to page 7 of the application for Section 21 & 22 of the Public Open Space By-Laws

11 Providing for any additional facilities, e.g. refuse removal, tables, chairs, ablution facilities etc. will be at the cost of the applicant.

12 No firework displays are permitted in any JCPZ facilities.

13 Adequate steps must 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 18:00pm. The park must be vacated at 18:00pm unless approved otherwise.

14 All music events or events that will use amplified sound must appoint a recommended sound engineer to monitor noise levels and respond to the complaints from the community regarding noise levels. JCPZ will provide the list of such sound engineers. Sound engineers will guide the set-up of music and speaker equipment.

15 The applicant must leave the park in a clean, tidy and undamaged state, failing which JCPZ will have the site cleaned/reinstated, and the full amount of the refundable deposit or a portion thereof may be forfeited. Should it happen that the cost of cleaning and reinstating
of the park exceeds the refundable deposit JCPZ will charge the additional amount to the organizer.

16 Facility users are responsible for removal of possessions immediately upon completion of the event. No standby or security staff will be provided by JCPZ.

17 Arrangements for litter/waste removal shall be made by the organizers. Waste needs to be removed on the actual day of the event. All requirements as stipulated by JCPZ shall be adhered to.

18 Non-compliance with the above conditions or any Public Open Space By-Laws may result in immediate cancellation of the event. Legal action against the organizer of the event as well as the forfeiture of the deposit may result.

19 The event organizer must all times, whilst the facility is being utilized (also during setup or breakdown) have the original permission letter and must produce it on request to any authorized JCPZ or JMPD officer.

JCPZ trusts the above meets your approval and wishes you every success with your function.

Yours sincerely

General Manager
New Business Development
Johannesburg City Parks Zoo
Tel: 011 712-6619/ 6664 / 6614/6839
Fax: 086 648 8661/086 648 3087/ 086 685 1222

City of Johannesburg Metropolitan Municipality
PUBLIC OPEN SPACES BY-LAWS
CHAPTER 2

MANAGEMENT AND ADMINISTRATION OF PUBLIC OPEN SPACES

Fees

7. Any member of the public must pay –
   (a) a prescribed fee to use recreational or other facilities which the Council provides within any public open space;
   (b) a prescribed fee for entrance to any public open space which is significantly more expensive to maintain than other public open spaces, such as botanical gardens;
   (c) a prescribed fee for the right to undertake a special event;
   (d) a prescribed fee for the right to exclusively use municipal property for a specific period;
   (e) a deposit prior to undertaking a prohibited activity permitted by the Council;
   (f) an annual or monthly fee for the right to use urban agricultural public open space to the exclusion of any other person; and
   (g) a prescribed fee for processing applications for permits or letters of permission under these By-laws,

if such a fee or deposit has been determined by the Council.

CHAPTER 3

PROHIBITED CONDUCT

General prohibition

12. No person may within a public open space –
   (a) act in a manner which is dangerous to life or property;
   (b) contravene the provisions of any notice within any public open space;
   (c) unlawfully enter a public open space to which access has been restricted in terms of section 8;
   (d) cause a nuisance; or
   (e) behave in an indecent or offensive manner.

Vehicles

15. No person may within a public open space –
   (a) except at times specified and on roads or pathways provided by the Council, drive, and draw or propel any vehicle other than a bicycle;
   (b) drive, draw or propel a vehicle in excess of five kilometers per hour; or
   (c) park a vehicle in a public open space, except in designated area or other area where parking is otherwise permitted by the Council.
Selling and special events

18. (1) No person may within a public open space –
   (a) use municipal property in a way that unfairly restricts or prevents other users of the public open space from enjoying that municipal property; or
   (b) except within a public open space or part thereof, which has been let to a person by the Council for that purpose, sell, hawk, offer or display any goods or articles for sale or hire;

(2) No person may undertake a special event, except in terms of a permit issued in terms of section 22.

CHAPTER 4

APPLICATIONS FOR AUTHOURISATION

Application for permission

21. (1) Any person who wants to undertake a prohibited activity must make application in writing to the Council for permission to do so, which application must be accompanied by the prescribed fee.

(2) The Council may, after receiving an application, request the applicant to provide additional information which the Council reasonably requires in order to consider the application.

(3) The Council may refuse to consider an application until it has been provided with the information that it reasonably requires to make an informed decision and if the prescribed fee has not been paid.

(4) Subject to the provisions of subsections (2) and (3), the Council must consider the application within a reasonable time and must either-
   (a) refuse the application; or
   (b) grant permission in writing to the applicant subject to such conditions as the Council may consider appropriate to best achieve the purposes of these By-laws, which may include payment of a deposit, a prescribed fee or both.

(5) The Council may not grant permission for any person to behave in a manner which is prohibited in terms of section 12(a) or (e).

Application for a special event permit

22. (1) An application for permission to hold a special event in a public open space must be made at least 21 days prior to the proposed date of the special event.

PARTICULARS OF APPLICANT:

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<thead>
<tr>
<th>1. Name of Applicant or Company</th>
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<tr>
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<td>2. Contact person</td>
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<tr>
<td>PARTICULARS OF EVENT:</td>
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<td>6. Name of Facility</td>
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<td>7. Name of Event</td>
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<td>8. Detailed description of Event</td>
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<td>Include all activities such as flea market, concert, back ground music, consatruction camp, marketing of event (what mediums will be used) etc. Please note no cooler boxes or any drinks (alchol/non-alcholic) will be allowed at large events.</td>
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<td>9. Date of Event</td>
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<td>10.1 Start time of the Event</td>
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<td>10.2 End time</td>
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<td>11. Name and contact number of person controlling the Event</td>
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<tr>
<td>Name:</td>
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<td>Tel:</td>
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<td>12. Date(s) required for set-up</td>
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<tr>
<td>13. Date (s) required for break-up</td>
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<tr>
<td>Question</td>
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<td>-------------------------------------------------------------------------</td>
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<td>14. Estimated Number of People Expected</td>
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<td>15.1 Will entrance fee be charged?</td>
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<td>15.2 If so, How much?</td>
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<tr>
<td>16. Who will be Broadcasting or Performing?</td>
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<td>16 Will there be any structures e.g. stage; sound on site? (If so, structural compliance certificates must be forwarded to JCPZ)</td>
</tr>
<tr>
<td>17 Will there be any dignitaries present at the Event? If so, who will be present?</td>
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<tr>
<td>18 Type of food and Alcohol on sale (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__

SIGNED BY (APPLICANT\ORGANIZER)

NAME: ________________________

DATE: ________________________

WITNESSES:

1. ________________________

2. ________________________
DEED OF INDEMNITY

1. I, ______________________________ (Applicant) 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.