



# KNP OSV

responsible | sustainable | enjoyable



Kruger National Park OSV Programme  
Email: [KNP.OSV@sanparks.org](mailto:KNP.OSV@sanparks.org) Telephone: +27 (0) 13 735 4104/5

## ANNEXURE B

### KNP OSV SERVICE LEVEL AGREEMENT

### TERMS AND CONDITIONS FOR A PERMIT

Valid from 1 November 2023

These terms and conditions stipulate the terms agreed between South African National Parks (SANParks) and an Open Safari Vehicle ('OSV') Operator ('the/an Operator') upon the granting of a permit by SANParks to the Operator for purposes of conducting business as an Operator in the Kruger National Park ('The Park') (Agreement). This Agreement shall be the only agreement regulating the relationship between SANParks and the Operator in relation to the Operator conducting the business of an OSV in the Park.

The Agreement shall commence on the date of issue of a permit by SANParks to the Operator ('the Effective Date'), notwithstanding the date of signature hereof, and shall remain valid until 31 October 2024 or when terminated earlier by either party.

#### 1. SAFARI VEHICLE PERMIT

- 1.1 An Operator shall not be entitled to conduct business as an OSV Operator in the Park unless and until a valid permit to do so has been issued to the Operator by SANParks.
- 1.2 SANParks will only issue a permit if satisfied that the Operator will comply with the terms and conditions of this Agreement.
- 1.3 Each KNP OSV Permit will be valid from date of issue until 31 October 2024.
- 1.4 Re-issuing of lost permits and decals will be at an extra cost (R75 each) and a supporting affidavit must accompany the written request.

## **2. PERMIT AND ENTRANCE FEES**

- 2.1** The annual KNP OSV Permit fees are described in *Annexure E – KNP OSV Permit Fees November 2023*. The Operator agree to the payment terms as set out in *Annexure E*.
- 2.2** The Operator shall be obliged to pay daily entrance fees (R39) for the OSV Vehicle to SANParks at the gate of entry into the Park.
- 2.3** SANParks standard Wild Card rules and tiered pricing based on nationality will be applicable to any person on the OSV (except the guide). A daily conservation fee is payable unless the person holds a valid Wild Card. For overnight guests, conservation fees are payable for every night spent in the Park unless the person holds a valid Wild Card.

## **3. ACCESS TO THE PARK**

- 3.1** It is acknowledged that, in respect of each OSV permit, access to the Park shall be restricted. The standard limitation on the number of persons entering the Park at a specific entrance gate per day, as determined by SANParks from time to time, shall be applicable also to OSV Operators with a valid permit. Standard KNP gate quotas apply for all persons entering the KNP. To assist the OSV Operator industry, SANParks will not, except for during long weekends and public holidays where OSV Operators are advised to book in advance, implement a gate quota system in relation to registered OSV Operators. SANParks will however, on a monthly basis, review the impact of this non-quota system on facilities and traffic congestion, and if necessary, implement daily gate quotas system.
- 3.2** The Operator shall only be allowed to leave its OSV in the Park overnight if accommodation in the Park for that night is reserved for both its guide and tourists.
- 3.3** Registered OSV Operators will gain access to the KNP 15 minutes prior to official gate opening times and will be permitted to depart the KNP 15 minutes after official gate closing times, at designated gates. SANParks reserve the right to revoke this benefit for any reason whatsoever by giving OSV Operators prior notice.

## **4. MARKETING**

- 4.1** The Operator shall be responsible for its own marketing as well as reservations for accommodation and day visits to the Park.

- 4.2** SANParks' standard business rules regarding reservations, cancellations and payment shall apply in respect of any reservation for accommodation and day visits for purposes of the OSV business.
- 4.3** An Operator shall not market or solicit any OSV business from within the boundaries of the Park but may pick up persons within the Park.

## **5. TOURISM GUIDES**

- 5.1** It will be required from Operators that any guide of its OSV shall be registered with the Provincial Guide Registrar.
- 5.2** In order to be registered, guides must be in possession of a minimum CATHSSETA qualification TGSP02 Level 2 nature site guiding, as well as a minimum First Aid Level 1 certificate, a valid drivers' license for the vehicle being used and a valid Professional Drivers Permit (PDP).
- 5.3** The guide must at all times while in the Park, be in possession of the valid guide permit as issued by Provincial Guide Registrar, and drivers' licence and PDP and may be required to present these upon entering the Park or when asked to do so by a SANParks official.

## **6. THE OPEN SAFARI VEHICLE**

- 6.1** The Operator shall use an OSV in the Park that complies with specifications and requirements.
- 6.2** OSV vehicle specifications and conversions must comply with builder/converter registered with the Provincial Department of Transport as MIB (Manufacturer/Importer/Builder), registered with NRCS (SABS).
- 6.3** Permits will only be issued by SANParks upon submission by the Operator of a valid vehicle inspection certificate issued by KNP Fleet Management not older than 2019.
- 6.4** Inspections are to be conducted by SANParks KNP Vehicle Fleet Management for all new applications and expired inspection certificate holders (see ANNEXURE C - KNP OSV Vehicle Inspection Checklist and ANNEXURE A - KNP OSV Permit Application Form). SANParks KNP Vehicle Fleet Management Inspection Certificate is valid for five years from date of issue.

- 6.5** The vehicle shall at all times have a valid roadworthy certificate, which shall be made available to SANParks upon request.
- 6.6** The Operator as owner of an OSV will at all times be accountable for compliance of the OSV to the provisions of this Agreement even if the vehicle is being used by another operator.
- 6.7** A valid KNP OSV permit, as issued by SANParks, must be displayed at the **left** bottom corner of the front windscreen. The KNP OSV decal must be displayed on the rear right side of the OSV.

## **7. CODE OF CONDUCT AND STANDARD OPERATING PROCEDURES**

- 7.1** The parties shall at all times show the utmost good faith towards each other for the duration of this Agreement.
- 7.2** The Operator undertakes to and shall ensure that the guides adhere to the Code of Conduct of the *KNP OSV Programme* as amended from time to time.
- 7.3** The Operator undertakes to and shall ensure that its employees including its guides:
- 7.3.1 Adhere to all relevant law including but not limited to **national regulations** (where applicable);
  - 7.3.2 Operate the OSV in line with good industry practices;
  - 7.3.3 Look after its clients at all times and in respect of every client interface;
  - 7.3.4 Promote the good name of SANParks and its facilities at all times;
  - 7.3.5 At all times provide a high standard of safety to its clients;
  - 7.3.6 Show courtesy towards other road users especially when viewing game; and
  - 7.3.7 Refrain from using radios to inform other vehicles of game viewing information of any nature. OSV Operators are requested to switch radios off during the guided activity. Radios may only be used for emergency purposes. Failure to comply with the condition will be deemed a material breach of these terms and conditions and will result in the immediate suspension of the OSV Operator's permit.

## **8. DIRECTIVES**

- 8.1** It is acknowledged that any OSV business will be subject to, and that the Operator will have to comply with, the National Environmental Management: Protected Areas Act 57 of 2003 and the regulations in terms of that act as well as any written directives of SANParks in connection with activities under this Agreement.
- 8.2** An Operator shall ensure that its employees shall also comply with the provisions mentioned in clause 8.1 and shall take full responsibility for any action by such employees.

## **9. WITHDRAWAL OF PERMIT**

SANParks shall immediately withdraw an OSV permit upon the happening of the following events:

- 9.1** If the permit conditions are revised during the validity period and the Operator refuses to sign the new conditions; or
- 9.2** Should there be a material change to the structure of the Operator, with particular reference to membership/ownership and control; or
- 9.3** If the Operator commits an act of insolvency as defined in the Insolvency Act 24 of 1936 as amended; or
- 9.4** If the Operator is subject to an order of provisional or final liquidation or has made an offer of compromise to creditors or gives notice of an application for voluntary liquidation; or
- 9.5** If the Operator has any of its assets attached in terms of a Writ of Execution; or
- 9.6** If the Operator suffers a judgement which is not satisfied in full or appealed against (provided that such appeal is timeously and successfully prosecuted) or in respect of which an application to set it aside or rescind it is not made within 14 (fourteen) days after it becomes known to SANParks; or
- 9.7** If the Operator is found guilty on a charge of fraud or failure to comply with the provisions of the National Environmental Management: Protected Areas Act No. 57 of 2003 or the National Environmental Management: Biodiversity Act No. 10 of 2004 or the National Environmental Management Act No. 107 of 1998 or the regulations issued in terms of these Acts. in a court of law; or

- 9.8** If the ownership in respect of an Open Safari Vehicle is transferred from the Operator to another person; or
- 9.9** If the Operator conducts a commercial photo, video, film or recording activity within the KNP without the prior written consent of SANParks (apply for commercial photo / filming permits by sending an email to KNP.OSV@sanparks.org);
- 9.10** Any breach of the Agreement (see clause 11 below).

## **10. MONITORING**

- 10.1** SANParks will be monitoring all complaints from and against OSVs. Operators will be given the opportunity to, and are required to, respond to all complaints levelled against it.
- 10.2** Recurring offences, or offences of a serious nature will be elevated to the *KNP OSV Programme Steering Committee* which shall consist of SANParks and KNP OSV Operator Representatives, who shall jointly address the matter in terms of the *KNP OSV Code of Conduct*.
- 10.3** The *KNP OSV Programme Steering Committee* shall make a recommendation to the Managing Executive (ME) of the KNP who shall make a decision after considering the recommendations of the *KNP OSV Programme Steering Committee*. The decision of the ME: KNP shall be final and binding.
- 10.4** For transgressions where it is clear that the Operator is not at fault but rather the guide, the law enforcement fines will be applicable as listed in the *KNP OSV Code of Conduct* against the guide. In the case of repeat offences by an individual guide, the operator will become jointly responsible.

## **11. BREACH OF CONTRACT**

- 11.1** Should any party commit a material breach of any of the provisions of the Agreement and fail to remedy the breach within a period of ten (10) business days after receipt of the written notice by the injured party to remedy the breach, the injured party shall at its discretion and without prejudice to any other rights be entitled to terminate the Agreement and to claim compensation for damages.
- 11.2** Notwithstanding the provisions of clause 11.1, SANParks shall be entitled, with immediate effect and on written notice given to an Operator to this effect, to suspend the Operator from conducting its OSV business in the Park or to cancel the permit issued to the Operator

to operate in the Park, in the event that the Operator commits a breach of the provisions of the National Environmental Management: Protected Areas Act No. 57 of 2003 or the National Environmental Management: Biodiversity Act No. 10 of 2004 or the National Environmental Management Act No. 107 of 1998 or the regulations issued in terms of these Acts.

## **12. INDEMNITY AND INSURANCE**

- 12.1** The Operator conducts all its OSV business at its own risk and SANParks shall not be liable for any harm (as defined in section 61 of the Consumer Protection Act, Act 68 of 2008) damages (including economic, indirect and consequential damage or loss), injury or death suffered by the Operator, its employees or clients or as a result of such business.
- 12.2** The Operator indemnifies and holds SANParks harmless against any claim against SANParks as a result of any harm (as defined in section 61 of the Consumer Protection Act, Act 68 of 2008) of, damages (including economic, indirect and consequential damage or loss), injury or death, which is not a consequence of the negligence of SANParks, its agents or employees.
- 12.3** The Operator must undertake to inform SANParks as soon as possible in writing of any incident, the exact nature and cause of the incident; resulting in harm, damage, injury or death arising from the OSV operation.
- 12.4** The Operator accepts that SANParks shall require all the relevant company, vehicle, guide and supporting documentation in terms of validating that the legal and programme requirements have been met in order for an operating permit to be issued. The Operator consents to the legitimate use, in terms of this Agreement, of the information provided in terms of the Protection of Personal Information Act and associated legislation.
- 12.5** The Operator consents to the use of its information in order to undertake further activities in the growth and development of the KNP Open Safari Vehicle programme.
- 12.6** The Operator consents to SANParks contacting the Operator and its relevant contacts provided for any purposes related to any matter associated with the KNP Open Safari Vehicle programme.
- 12.7** The Operator warrants that it possesses, as at the commencement date of the permit, sufficient indemnity insurance against any liability that it may incur in terms of this

Agreement and that it shall not take any action in its operation which may nullify the validity of such insurance.

**12.8** The Operator shall, upon demand by SANParks, be obliged to furnish proof of such indemnity insurance (and payment of premiums if required) to SANParks, and, if reasonably directed to do so, shall increase such indemnity insurance in accordance with such directive by SANParks.

**Electronic Signature Agreement**

By typing your name in the format below and submitting this document via email, you are signing this document electronically with an E-Signature and as such you acknowledge to have read and understand the content and impact of the Agreement and to be bound thereby.

Signed at (City/Town/Suburb)		on this (Date)		day of (Month)		Year _____
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I, (Full Name)		in my position as (Position in Company)	
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as an authorised representative of (Company Name)		agree that:
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- I read and understood the terms and conditions of this Agreement.
- I provided full and accurate information and included the stated documentation as requested.
- My electronic signature is the legal equivalent of my manual signature.
- The use of a key pad, mouse or other device to select an item or to otherwise provide SANParks with electronic data constitutes my signature, acceptance and agreement as if actually signed by me in writing.
- My email is currently valid and I (or the company) will advise SANParks of any changes.
- I am duly authorised by the above company to sign this document.
- The company is legally bound by this document’s terms and conditions.
- No certification authority or other third party verification is necessary to validate my E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of my E-Signature or any resulting agreement between the company and SANParks.