

CONDITIONS OF ENTRY AND INDEMNITY

1. The right of admission is reserved. Admission shall be subject to the provisions of the National Environmental Management Protected Areas Act No. 57/2003, as amended.
2. **This document constitutes both:**
 - 2.1 a permit entitling the Holder to enter the Control Gate and the Reserves indicated overleaf, and to use the main access (Argyle) road for the sole and exclusive purpose of reaching his/her destination as indicated on the permit;
 - 2.2 a contract between the Holder, on the one hand, and the Control Gate together with the respective Associations of the Reserves on the other hand, to abide and be bound by the stated rules and regulations of the Associations posted at the Control Gate and the Conditions of Entry, with which the Holder hereby acknowledges he/she is fully acquainted.
3. The Holder hereby acknowledges that, by his/her signature hereof and/or payment of the Security and Road Levy, the terms and conditions of this contract shall be binding on him/her and undertakes to ensure that all persons/passengers in his/her charge or accompanying him/her ("charges") shall abide by such Conditions.
4. The Holder and his/her charges hereby indemnify and hold harmless the Control Gate and the respective Associations of the Reserves against any claim for loss, damage or injury of whatever nature and arising from whatsoever cause including the negligence of any employees of the Control Gate or the Reserves, sustained or suffered by the Holder or his charges or their property while traveling on or along the main access (Argyle) road or any other roads in the Reserves or over any farm therein. The Holder and his/her charges accordingly agree that they shall use the main access (Argyle) road entirely at their own risk.
5. The Holder and his/her charges shall:
 - 5.1 **Not exceed the speed limit of 50km per hour on the main access (Argyle) road – the Holder hereby expressly acknowledges that exceeding the limit will be subject to penalties or fines that may from time to time be imposed at the discretion of the Control Gate, including, but not limited to, the cancellation of this permit.**
 - 5.2 Adhere to any other speed limits imposed by the Reserves.
 - 5.3 Remain overnight and sleep at established camps or lodges only.
 - 5.4 Remain in vehicles and on the road at all times while in transit to his/her destination.
 - 5.5 Obey all traffic signs.
 - 5.6 Drive on the approved roads only. Traversing on neighbouring properties without prior written consent of the owner constitutes trespassing.
 - 5.7 Not drive an unlicensed vehicle on the main access (Argyle) road.
 - 5.8 Not drive or allow any person to drive a vehicle on the main access (Argyle) road without having a valid driver's licence and be over the legal limit of alcohol intoxication. If intoxication is found, the person/persons may be refused entry into the Reserve. The driver hereby consents to a breathalyser test being conducted by an official of the Control Gate.
 - 5.9 Refrain from littering and any person found or observed to be littering within the Reserves shall be subject to a fine of R500.00 (five hundred rand) that may be imposed at the discretion of the Control Gate upon the Holder and/or his/her charges.
 - 5.10 Refrain from feeding wild animals.
 - 5.11 Adhere to the requirements of the Department of Veterinary Services (including veterinary permits) before the removal of any animals or animal products from the Reserves.
 - 5.12 Refrain from disturbing or removing any animal, bird, plant or natural artefact.
 - 5.13 Not remove indigenous plants or plant products including firewood out of the Reserves unless accompanied by the necessary Veterinary or Provincial Administration permits.
 - 5.14 Not undertake micro-light or light aircraft game viewing flights below 2500ft above ground.
 - 5.15 The flying of any drone is prohibited within the Reserves.
 - 5.16 Avoid the risk of accidental fire.
 - 5.17 Declare all firearms and produce all documents legally required in connection therewith and convey all firearms in transit to destination in an unloaded state in rifle bags or case.
 - 5.18 Not bring any domestic pets into the Reserves without the consent of the respective Warden and the necessary veterinary permits.
 - 5.19 Not hunt or shoot any bird or animal without the relevant valid permit or license in accordance with the relevant Nature Conservation Ordinance Act.
6. The Holder further submits to the Conditions of Entry and the rules and regulations of the respective Associations of the Reserves, extracts of which are posted at the Control Gate, and hereby undertakes to comply therewith and acknowledges that his/her attention was directed therat.
7. All persons enter the Reserves entirely at their own risk and the Holder is furthermore warned:
 - 7.1 that this is a malaria-area where anti-malaria measures are recommended; and
 - 7.2 that all wild animals are potentially dangerous and unpredictable.
8. No motorcycles or quad bikes may be driven on any access or boundary roads within the Reserves. No cycling or road running will be permitted in the Reserves, except within the boundaries of Umbabat PNR.
9. No persons are permitted to use any type of spotlight to view game along any access routes in the Reserves.
10. The Holder hereby undertakes to return this permit together with an exit permit duly signed by the land owner or manager of the farm/lodge visited, to the Control Gate on leaving the Reserves.
11. **The Holder hereby recognises and accepts that officials of the Control Gate and the Reserves have been specifically empowered to search any vehicle or person before entering or leaving the Reserves or whilst on the main access road and expressly consents to such a search being undertaken. This will include a search by a detection dog. Officials of the Control Gate and Reserves are furthermore empowered to enforce any of the conditions of this permit.**
12. The Holder hereby agrees to submit to the jurisdiction of the Magistrate's Court at Phalaborwa:
 - 12.1 for the enforcement of any law applicable to the area of the Reserves; and
 - 12.2 for the purpose of any action arising from the Holder's breach of any term or condition of this contract.
13. The Holder hereby expressly acknowledges that he/she is aware of the speed limit of 50kph on the main access (Argyle) road and agrees that the penalties posted at the Control Gate are reasonable and may be imposed should he/she be found to be in breach of such speed limit. **The Holder hereby agrees that if a fine is imposed by the Control Gate, he/she shall pay the prescribed penalties before departure through the Control Gate.**
14. The Holder hereby agrees and consents to pay attorney and own client fees in any action arising from his/her breach of any term or condition of this contract the Holder chooses as his/her domicilium citandi et excutandi for purposes hereof at the address set out overleaf.