Dear Representatives of the Johannesburg City Parks and Zoo and the City of Johannesburg Metropolitan Municipality

LETTER OF DEMAND: RELEASE AND RE-INTEGRATION OF THE THREE ELEPHANTS HELD AT JOHANNESBURG ZOO INTO AN APPROPRIATE WILD ENVIRONMENT

1. We represent the EMS Foundation ("EMS") and Animal Law Reform South Africa ("ALRSA").

2. As you are aware, animal welfare organisations have long been concerned about the suitability of the Johannesburg Zoo to house elephants as highly intelligent, socially complex and sentient beings in circumstances that are conducive to their welfare and wellbeing. Over the years, these concerns have been put to the City of Johannesburg Metropolitan Municipality ("the City") and the Johannesburg City Parks and Zoo (RF) ("JCPZ") in various formats: through direct correspondence, the submission of expert analyses and opinions and through several petitions with large-scale support. These concerns were initially raised in relation to Lammie at the time when Lammie was the only elephant housed at the Zoo (following the death of Kinkel) and were then extended to all three Elephants following the JCPZ’s decision to acquire two additional elephants in spite of the concerns put forward by animal welfare organisations. In this time, the JCPZ and the City have demonstrated an unwillingness to meaningfully engage with EMS and other animal welfare organisations with a view to taking constructive steps to ensure the elephants’ wellbeing through their release and re-integration into a wild environment.

3. We write this letter as a final demand that the City of Johannesburg Metropolitan Municipality ("the City") and the Johannesburg City Parks and Zoo (RF) ("JCPZ") commit to fulfilling their constitutional and statutory obligations and act in the best interests of Lammie, Ramadiba and Mopane ("the Elephants") in the custody of the JCPZ by cooperating in a process for the release and re-integration of the Elephants into a wild environment. EMS will appoint wildlife veterinarians and elephant relocation and reintegration experts to manage the relocation and reintegretion of the Elephants into an appropriate wild environment. In doing so, EMS is obviously amenable to constructive engagement with the JCPZ and the City concerning the identity and appointment of these experts.
4. This letter will canvas the following:

4.1 Expert opinion on the conditions of the three Elephants.
4.2 The City and JCPZ’s obligations under section 24 of the Constitution and an overview of the responsibilities of the zoo under relevant legislation and standards.
4.3 Our clients’ constructive proposal and financial undertaking for the release and re-integration of the elephants into a wild environment.
4.4 Our clients’ demands based on the City and the JCPZ’s constitutional and statutory obligations.

**Expert opinion on conditions of the three Elephants**

5. Our clients’ demand for the JCPZ and the Zoo to commit to releasing the Elephants for reintegration into a wild environment stems from the impact that captive circumstances have had, and continue to have, on their welfare. The Elephants are housed in a barren enclosure under conditions which fall far short of basic requirements necessary for meeting the Elephants’ fundamental needs. As you are no doubt aware, wild Elephants are high functioning and have home ranges of hundreds of square kilometres, can travel up to 40km per day and are selective in their varied choice of food and in their social structures to meet their varied physical, social and emotional needs. The Elephants’ captivity at the Johannesburg Zoo deprives them of the ability to live out their lives in an autonomous manner commensurate with the natural life of elephants as highly intelligent and socially complex animals. As a result, they are evidently suffering.

6. Our clients’ concerns about the wellbeing and psychological health of the Elephants are supported by observations of all three Elephants at the Johannesburg Zoo that has taken place on different occasions between October 2018 and November 2021. In particular, two comprehensive reports on the Elephants’ wellbeing have been compiled by Mr Brett Mitchell and Dr Marion Garai of the Elephant Reintegration Trust (ERT). Our clients will make these reports available to you at your request.

7. Their most recent report compiled (the “Welfare Report”) makes, *inter alia*, the following findings:

7.1 Lammie appeared to be mentally distressed and does little other than eating and waiting for food. Elephants in the wild have over 400 documented varieties of behaviour patterns. In contrast, Lammie rarely displayed emotion and never displayed playful behaviour during observation.
7.2 Mopane showed signs of boredom, frustration and unhappiness with the food provided to her.
7.3 Mopane was occasionally seen rocking her head from side to side which is indicative of poor welfare.
7.4 Ramadiba showed numerous signs of frustration and an inability to cope. He also displayed a lot of uncertainty, agitation and nervousness. Ramadiba also displayed little interest in the food he was given and sometimes kicked it away or ignored it.
7.5 The only food seemingly provided to the Elephants was Teff grass, pellets and occasionally some items which may have been fruits or vegetables but were not clearly visible. No branches were seen to be given to the Elephants for roughage to aid digestion. This is particularly necessary to avoid sand impaction, which is a risk given that Lammie regularly eats sand.
7.6 The enclosure is barren and contains no sand heap or sufficient scratching objects and absolutely no environmental enrichment is provided to keep the Elephants busy or stimulated.
7.7 Ramadiba was observed engaging in self-harming behaviour by banging his head against poles in the enclosure, while he was stereotyping.
7.8 Lammie appeared to be the most inactive of the Elephants. Mopane and Ramadiba exhibit high levels of frustration with their surroundings at the Johannesburg Zoo.

7.9 The Report also notes that, for many months after Mopane and Ramadiba were introduced into the Johannesburg Zoo in mid-2019, they were kept separate from Lammie in a small holding boma of about 445 square metres next to her own enclosure. At that time, the Elephants also exhibited signs of stress, including through stereotyping behaviour which is defined in the Welfare Report as “repetitive invariant behaviour patterns that have no obvious goal or function” and states that such behaviour is “seen regularly in intensive farm animal husbandry systems characterised by extreme spatial confinement and monotonous environment”.

8. The Welfare Report concludes by stating:

("All in all, these elephants must be removed and released into freedom as soon as possible. Their welfare is highly compromised, and the facility is well below any modern standard. For any person who knows elephants, watching these three is very depressing and upsetting. To say there is conservation value or education value is farcical and infuriating. All any visitor might learn if he cares, is what a totally depressed broken elephant looks like. Even if Lammie is already 40 years old she deserves a few years of happiness, freedom and free choice. To keep Mopane and Ramadiba, who both were captured from the wild in captivity goes against the Norms & Standards (2008) and is morally unacceptable.

...it is imperative that they are all moved together and not separated again. To separate them would be the demise of Lammie who has lost all her bonding partners she even had [sic]”.

9. The above findings will not come as a surprise to those with an understanding of Elephant behaviour and dynamics, including, in particular, responsible officials of the JCPZ and the Zoo.

10. Subsequent to March 2020 when the last footage informing the Welfare Report was taken, access to the Johannesburg Zoo was restricted due to various lockdown measures as a result of the Covid-19 pandemic. However, when restrictions were lifted, visits to the Zoo to observe the Elephants and their enclosure on behalf our clients were conducted on 28 July 2021, 3 November 2021 and 7 November 2021 and the Elephants appeared to be exhibiting behaviour indicative of psychological stress. There also appeared to be no changes to the Elephant enclosure which materially improved their wellbeing subsequent to the completion of the Welfare Report. Whilst the passageway between the adjacent rhino enclosure has undergone alterations and the fencing around this enclosure upgraded, the elephants do not appear to have consistent free access to this space.

The City and the JCPZ’s obligations under section 24 of the Constitution and an overview of the responsibilities of the zoo under relevant legislation and standards

11. As the custodians of the Elephants, the City and JCPZ bear constitutional obligations, with regard to their welfare as well as the public interest in their welfare. The City and JCPZ have breached section 24, read with section 7, of the Constitution in that they have failed in their obligations to respect, protect, promote and fulfill the right to environment by ensuring the welfare of the Elephants at the Johannesburg Zoo. The conditions in which the Elephants are kept, as set out above, also indicates violations of animal protection, welfare and environmental obligations and laws, including Animals Protection Act 71 of 1962 (APA), National Environmental Management Act 107 of 1998 (NEMA), National Environmental Management: Biodiversity Act 10 of 2004 (NEMBA),

12. It should be noted the concerns raised regarding Lammie’s wellbeing in the past did not only pertain to the fact that she was living in solitude at the Johannesburg Zoo following the death of her companion, but to the fact that the Johannesburg Zoo environment is unsuitable for Elephants. The findings of the Welfare Report support this finding. The initial arguments pertaining to Lammie’s captivity at Johannesburg Zoo placed before the JCPZ and the City between 2018 and 2019 are therefore directly applicable to Mopane and Ramadiba.

13. As a result, further to the constitutional and statutory breaches referenced above, the City and JCPZ’s ongoing decision to retain all three Elephants in the Johannesburg Zoo is unreasonable, irrational, and/or procedurally unfair in terms of the constitutional principle of legality and/or the Promotion of Administrative Justice Act 3 of 2000 (“PAIA”).

14. The Elephants’ removal from the Johannesburg Zoo, rehabilitation and reintroduction into a natural environment as proposed by our clients is necessary in order to rectify the constitutional and statutory breaches set out above and to restore the Elephants’ mental and physical wellbeing.

Our clients’ present constructive proposal and financial undertaking for the release and re-integration of the elephants into a wild environment

15. Our clients now put forward the following proposal for the release and re-integration of the Elephants into a wild environment:

15.1 EMS will appoint appropriate elephant experts to manage the gradual rehabilitation and relocation of the three Elephants to their new home in a wild environment, which has been secured by EMS. To this end, as already indicated, EMS is most amenable to, and would welcome, constructive engagement with the City and JCPZ regarding this process and appointment.

15.2 EMS will also appoint the services of wildlife veterinarians, who are leaders in their fields, and other experts involved in the relocation process to assess the health of the Elephants before commencing the relocation process and throughout the rehabilitation and reintegration process. These medical experts will advise the team of relocation specialists, and they will all work together to establish, manage and implement a safe relocation, rehabilitation and reintegration plan for the three Elephants. In order to do so, these specialists will require unfettered access to the Elephants.

15.3 The personnel appointed by EMS will work with the personnel who have been responsible for the Elephants at the Johannesburg Zoo, whom EMS would invite to be involved in the relocation, rehabilitation and reintegration process.

15.4 EMS, and the relevant experts, will undertake, or will assist the Zoo in undertaking, to compile a detailed and carefully curated exhibit at the Zoo in order to educate visitors to the Zoo about the ecology, zoology and behaviour of Elephants and to explain the reasons why live Elephants are no longer kept in captivity at the Zoo as well as to explain the steps that were taken in order to rewild these Elephants. Our client undertakes in this regard, together with the relevant officials, to endeavour to raise funding for a permanent audio-visual exhibit, together with live feeds from the Elephants in their re-integration location.
Our clients' demands

16. As noted above, EMS and other animal welfare organisations have attempted to engage with the Zoo in various contexts on repeated occasions since 2018. Requests for release of Lammie in 2018 were not only disregarded, but flagrantly ignored when the Zoo instead decided to acquire two more elephants to co-habit with Lammie in an enclosure that had already been demonstrated to be insufficient for a single elephant. All three Elephants are under psychological stress and our clients submit that there are no practical improvements that could be made to the Elephant enclosure that would render it conducive to the Elephants' well-being. This submission is supported by the views of experts in elephant behaviour. The statutory and constitutional breaches referenced above should therefore be rectified by embarking on a process to release and reintegrate the Elephants into a wild environment.

17. As a result, our clients make the following demands:

17.1 That the City and JCPZ commit to releasing the Elephants into the care of EMS, who will appoint wildlife veterinarians to manage the relocation and reintegration of the Elephants in a timeframe to be agreed upon between the parties.

17.2 That the City and JCPZ undertake to grant the required expert personnel unfettered access to the Elephants in order to: assess the physical and mental state of the Elephants; prepare the Elephants for relocation; and effect the transfer, relocation, rehabilitation and reintegration of the Elephants; and

17.3 That the City and the JCPZ commit to engage meaningfully with the EMS and the expert team to commence and carry out the process for the release, relocation, rehabilitation and reintegration of the Elephants.

EMS undertakes to cover the cost of the process outlined above.

18. Should the JCPZ and the City fail to respond to the above demands and make a formal commitment to embark on a process to release the elephants from Johannesburg Zoo by 12:00pm on 17 January 2022, our clients will have no option but to approach the courts.

19. In this regard, and in the interests of demonstrating our good faith and our clients' sole concern with the best interests of the Elephants and their consequent re-integration into a wild environment, we disclose that our clients are already in an advanced stage of preparing court papers. We hope that through addressing this letter as a final constructive approach to the City and the JCPZ to act in the best interests of the Elephants, as well as to fulfil your collective duties to promote conservation and appropriate education, the need to resort to such court proceedings will be obviated.

20. Our clients' rights are reserved.
Yours faithfully

CULLINAN & ASSOCIATES INC.
per: SD KVALSVIG
From: Annabelle Erasmus <annabelle@moodierobertson.co.za>
Date: Wednesday, 22 December 2021 at 10:36
To: Sarah Test <Sarah@greencounsel.co.za>
CC: Mark Patterton <marko@moodierobertson.co.za>, James Morrison <james@moodierobertson.co.za>
Subject: RE: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)

E-mail to: sarah@greencounsel.co.za

Dear Sir/Madam,

Please find enclosed.

Regards

M S Patterton BCL (UNISA), Dip Laws (UNISA), Cert in Sports Law (UCT), FA/ARB
Partner

100 M&R
Moodie & Robertson
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MESSRS CULLINAN & ASSOCIATES

Per e-mail: sarah@greencounsel.co.za

Dear Sir/Madam

RE: JOHANNESBURG CITY PARKS // EMS FOUNDATION AND ALRSA - LETTER OF DEMAND: RELEASE AND RE-INTEGRATION OF THE THREE ELEPHANTS HELD AT JOHANNESBURG ZOO INTO AN APPROPRIATE WILD ENVIRONMENT

We refer to the abovementioned matter.

Please note that these offices have been instructed on behalf of the JHB City Parks and Zoo ("JCPZ") to deal with the matter.

We are also in receipt of your correspondence dated 16 December 2021 for attention and reply and will revert to you shortly.

In the interim our client's rights remain reserved.

Yours faithfully

MOODIE & ROBERTSON
M Patterton
[Transmitted electronically, therefore unsigned]
From: Sarah Test <Sarah@greencounsel.co.za>
Date: Wednesday, 12 January 2022 at 20:48
To: James Morrison <james@moodierobertson.co.za>
Cc: Annabelle Erasmus <annabelle@moodierobertson.co.za>, Mark Patterton <markp@moodierobertson.co.za>
Subject: Re: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)

Dear Mr Morrison

Please find attached a letter regarding the above and 3 annexures. Please confirm receipt.

Best wishes

Sarah Kvalsvig
BA LLB LL.M (Environmental Law)
Consultant
18A Ascot Road
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Cape Town, 7708
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From: Sarah Kvalsvig [mailto:Sarah@greencounsel.co.za]
Sent: 12 January 2022 02:13 PM
To: James Morrison
Cc: Annabelle Erasmus; Mark Patterson
Subject: Re: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)

Dear Mr Morrison,

Thank you for your email of this morning. I am taking instructions and will reply as soon as possible.

Best wishes

Sarah Kvalsvig
BA LLB LLM (Environmental Law)
Consultant
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From: James Morrison <james@moodierobertson.co.za>
Date: Wednesday, 12 January 2022 at 10:42
To: Sarah Test <Sarah@greencounsel.co.za>
Cc: Annabelle Erasmus <annabelle@moodierobertson.co.za>, Mark Patterson <markp@moodierobertson.co.za>
Subject: RE: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)

Dear Sir/Madam,

The above matter refers.

Please would you furnish us with copies of the two reports (compiled by Mr Brett Mitchell & Dr Marion Garai respectively) as referred to in paragraph 6 of your letter dated 16 December 2021.

We look forward to hearing from you.

Regards,

James Morrison
BA (PPE) (US) LLB (US) PG Dip. Int. Tax (UJ)
Senior Associate
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From: Annabelle Erasmus  
Sent: 22 December 2021 10:36 AM  
To: sarah@green counsel.co.za  
Cc: Mark Patterson; James Morrison  
Subject: RE: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)  

E-mail to: sarah@green counsel.co.za  

Dear Sir/Madam  

Please find enclosed.  

Regards  

M S Patterson  
LLB (UNISA), Dip. Laws (UNISA). Cert in Sports Law (UCT), F A ARB  
Partner  

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From: Annabelle Erasmus <annabelle@moodierobertson.co.za>
Date: Wednesday, 22 December 2021 at 10:36
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Cc: Mark Patterson <markp@moodierobertson.co.za>, James Morrison <james@moodierobertson.co.za>
Subject: RE: JHB CITY PARKS / EMS FOUNDATION AND ALRSA (OUR REF: J199165)

E-mail to: sarah@greencounsel.co.za

Dear Sir/Madam,

Please find enclosed.

Regards

M S Patterson  LLB (UNISA), Dp Laws (UNISA), Cert in Sports Law (UCT), F A ARB
Partner
Tel: 011 807 6046  |  C: 064 581 2123  |  F: 066 512 7171  |  E: markp@moodierobertson.co.za  |  W: www.moodierobertson.co.za

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Dear Mr Morrison

RELEASE AND RE-INTEGRATION OF THE THREE ELEPHANTS HELD AT JOHANNESBURG ZOO INTO AN APPROPRIATE WILD ENVIRONMENT

1. We refer to your email of today’s date.

2. Following your request to be furnished with the reports referenced in paragraph 6 of our letter dated 16 December 2021, please find attached copies of the “Initial Report” (6 pages) and the “Welfare Report” (25 pages). Our clients note that the Initial Report was shared with the Managing Director and other officials of the JCPZ on 31 October 2018 (see attached) in the course of correspondence proposing Lammie’s release and also summarised in a publicly available Open letter from Elephant experts in January 2019. The Welfare Report is also summarised in full for ease of reference in paragraphs 7-8 of our letter dated 16 December 2021.

3. We emphasise the 17 January 2022 response date set out in our letter, after which our clients’ rights are reserved.

4. Please acknowledge receipt of this letter and its annexures.
Our ref M Patterton & J Morrison/aie/J199165

You ref E040-024

18 January 2022

Dear Ms. Kvalsig,

RE: JOHANNESBURG CITY PARKS // EMS FOUNDATION AND ALRSA - LETTER OF DEMAND: RELEASE AND RE-INTEGRATION OF THE THREE ELEPHANTS HELD AT JOHANNESBURG ZOO INTO AN APPROPRIATE WILD ENVIRONMENT

1. We represent and act on behalf of the Johannesburg City Parks & Zoo ("JCPZ") and the City of Johannesburg ("COJ") ("our clients") who have instructed that we address this correspondence to you in response to your letter of demand dated 16 December 2021 ("your letter").

2. We record that our clients are still in the process of considering the contents of the most recent Welfare Report, as compiled by Mr Mitchell and Dr Garai of the Elephant Reintroduction Trust and as pertains to the three elephants housed at the Johannesburg Zoo ("the Zoo").

3. Notwithstanding the above and reserving our clients’ rights to elaborate and further substantiate these submissions in the appropriate forum, our instructions are to record that our clients do not agree with the findings as contained in the Welfare Report as they relate to the insistence that the elephants be relocated and reintegrated into a wild environment and also as pertain to the condition of the elephant enclosure and the enrichment and diet provided to the three elephants.

3.1 Our clients maintain the stance that the wellbeing and welfare of the three elephants would be best protected by them remaining at the Zoo and not by relocating and reintegrating them into a wild environment. It remains our clients’ position that the three elephants are not suited to be released into a wild environment and that doing so may constitute a significant risk for the three elephants and possibly to humans that encounter the animals.

3.2. Our clients are further of the view that the enclosure is sufficiently constituted to fulfil the needs of the three elephants and that their enrichment and dietary needs are being fulfilled. The above notwithstanding, our clients note your client’s submissions and the observations in respect to the elephants enclosure, enrichment and diet as recorded in the Welfare Report and submit that same will be taken into account when assessing possible improvements to these aspects.
4. It is further our clients' position, as has been previously expressed, that the Zoo plays an essential role in the conservation of animals, research and education. The Zoo performs a critical role in education and provides visitors with the opportunity to experience a variety of animals in real life and in so doing provide them with a true sense of these animals and their importance in the world.

5. We record that it is our clients' intention to appoint and consult with its own experts to attain an updated assessment of the wellbeing and welfare of the three elephants and to more fully evaluate the merits of the findings as recorded in the Welfare Report. Our clients note your client's threat of instituting legal proceedings should its demands not be acceded to, and records that the institution of any such proceedings would, at this point, be premature and ill-advised.

Our clients' rights remain reserved.

Yours faithfully

MOODIE & ROBERTSON
J Morrison
Google Earth
Johannesburg zoo
Image date: 30 September 2021
https://earth.google.com
Joburg Zoo 'wasted R1,25m of taxpayers' money' on new elephants

By Louise Lombard
30 Jan 2016

The Zoo paid almost R1 million more than the market rate for its two new elephants from Kwenkweni Private Game Reserve.

The City's funds have been grossly expropriated, says Brett Mitchell, chairperson of the Elephant Reintroduction Trust (EPT). "These days, the going rate for captive elephants is around R150,000 per animal."

The move is a waste of taxpayers' money, says Animal rights group Ban Animal Trading (BAT): "Given the urgent issues facing in the City surely this kind of problematic and excessive expenditure is irregular and would be better spent on service delivery."

Neither the city council, Johannesburg Zoo or Kwenkweni are willing to state whether the elephants were originally wild-caught or captive-bred.

An initial statement by the zoo stating 'a thorough and lengthy process' confirmed that "the elephants are captive-bred" has been altered to read "the elephants are captive-managed."

The elephants were in fact sold to Kwenkweni after being caught in the wild and put through a captive management programme, which does not suit them at all for close confinement in a dangerous cemented enclosure. Lamorile has previously fallen into the most horrifying of the elephant enclosure.

The NSPCA called into question the Johannesburg Zoo's ability to manage elephants as Lamorile was related on arrival of the two new elephants. Despite zoo claims that Lamorile "responded positively" to the arrival of the elephants, a 22-year-old male named Ramabheka and a 16-year-old female named Lapidum, photographs taken at the zoo show her with a red tranquilizer dart hanging from her hip, and while on the day of their arrival.

In an official statement, the NSPCA questioned the necessity, methods and reasons to dart Lamorile. "Was she darted to keep her calm during the press conference, or does the Johannesburg Zoo have suitable facilities to manage an introduction without darting?" they ask.

"The type of dart used also appears that it may have been a barbed dart, which should not be used on pachyderms," the NSPCA says. "Darts without barbs are usually used on elephants because they drop out. The risk of using a barbed dart which does not drop is that the needle can break off, migrate, and cause an abscess on the elephant - this may cause local tissue trauma."

According to Mitchell, the zoo's claim of an enclosure of 15ha for the elephants is also vastly overestimated as the actual living area where Lamorile lives and moves on a day-to-day basis only adds up to about 0.33ha.

"Using Google Earth's detailed mapping program, we got a maximum measurement of 0.06ha, and that's being generous. This includes the management area, back-of-house and pool area which Lamorile doesn't use. According to Mitchell, the area is totally inadequate for the elephants.

When questioned on the size of the enclosure and whether it had undergone any upgrades since the death of Lamorile's initial partner Kinok, Joburg Zoo spokesperson Jenny Moodley refused to comment, stating that the zoo "will not be responding in this regard."

The zoo has been criticized in the past for their lack of experience in elephant management and refusal to accept assistance from any elephant management experts.

land cruiser 70
R 216 755.70
Visit Site
International elephant experts have reached out to the Zoo with assistance in securing Lammie's wellbeing, however these offers were ignored. Instead, says EMS Foundation director Michelle Pickover, the zoo has now chosen to "sell themselves to the elephant-back safari industry, which is coming under huge scrutiny from the general public and also from official tourism authorities like the Southern Africa Tourism Services Association."

The Humane Society International - Africa, BAT and the EMS Foundation have received their calls on the Joburg Zoo to release the elephants to an accredited wildlife facility.
Animal protection organisations furious as 
Johannesburg Zoo ignores plea to 
#FreeLammie, introduces two new elephants 
to her captivity instead

Humane Society International / Africa

Johannesburg – Humane Society International/Africa has reacted angrily to the news that Johannesburg Zoo has purchased two new elephants to introduce to Jolie, 
elephant Lammie, instead of heeding the advice of some of the world’s most respected 
experts by releasing Lammie to the relative freedom of an 
awaiting reviving sanctuary.

Video emerged yesterday of the elephants, a 21-year-old 
male named Ramadha and a 19-year-old female 
named Mopane, who were purchased from a captive 
facility in the Eastern Cape. This addition of the 
elephants has gone ahead in defiance of a global plea to 
#FreeLammie, led by animal protection groups 
Humane Society International/Africa, the EMS Foundation, Elephant Reintegration Trust (ERT) and 
Bam Animal Trading (BAT) since last year. The groups called for Lammie to be allowed to live out her remaining 
years in the freedom of an extensive protected sanctuary with another herd of previously 
captive elephants, after her mate of 37 years died last 
year.

HSI/Africa’s Wildlife Director Audrey Delsink, said: “We are furious that instead of 
doing the right and honourable thing for Lammie by giving her freedom in a 
vast sanctuary with a new elephant herd, Johannesburg Zoo has forged ahead 
and brought two new elephants for Lammie to share what remains of her life in 
captivity. Such was their haste to 
acquire these elephants, they have done so without completing any of the expansion or 
renovation work they promised and 
ignored both public opinion and the pleas of some of the world’s most eminent 
elephant experts and conservationists. The Gauteng Legislature has also utterly 
failed to respect the wishes of the 301,652 petitioners who 
called for Lammie to be released. Johannesburg zoo claims it acted legally but the question is has it acted morally, and 
from Lammie’s point of view the answer is no. This decision denies Lammie, and the two new elephants, the chance of 
a decent, fulfilling life. This sorry episode has exposed the zoo authorities as lagging far behind global trends to close 
elephant zoo exhibists, something that 150 progressive, modern zoos have already done in recognition of the 
inescapable fact that such captivity cannot meet elephants’ complex physiological, psychological and social 
requirements. Johannesburg Zoo may well have acted on the right side of the law, but they have found themselves on the wrong side 
of history.”

The animal protection groups had stressed concern for Lammie’s mental well-being. Lammie showed signs of significant 
grief and trauma and it was advised that she spend her remaining years free from 
confinement, in an environment where she can thrive emotionally and physically with a group of elephants who would become her new family. Despite 
HSI/Africa, EMS, ERT and BAT’s efforts, as well as a global petition garnering 301,652 signatures, public protests outside 
the zoo, a formal letter signed by 13 of the world’s most eminent elephant experts and conservationists, international 
media coverage and hundreds of hand-written letters requesting Lammie’s freedom, the zoo refused to let Lammie go 
and made the unilateral decision to acquire more elephants instead.

EMS Director, Michele Pickover said, “We are gobsmacked that the City of Johannesburg continues to be so callous and 
uncaring on this matter. The Democratic Alliance is swimming not only against global and local public opinion but 
alarmingly it is ignoring all the science and everything that we know about who elephants are and their highly complex 
social structure, which mimics our own. Not only is this a major PR disaster for the DA, but they are also squandering 
ratepayers’ money on buying in these two elephants from Lekwane west and keeping elephants at the zoo. South Africa 
needs desperately to build a more caring and respectful society, but instead it seems the politicians are hell-bent on 
doing the opposite.”

In January this year, when the Johannesburg Zoo announced its search for a second elephant, experts warned that 
bringing another elephant into captivity will simply perpetuate the cycle of exploitation, and that there will be no 
guarantee that the elephants will get along. The warning fell on deaf ears. In another announcement, the Johannesburg 
Zoo committed to the enrichment and expansion of Lammie’s enclosure. Previous observations, conducted by an 
independent elephant researcher had revealed that Lammie experiences minimal environmental enrichment, has little 
shade and insufficient water in which to bathe. To this day, no renovations have been in place. The addition of Ramadha and 
Mopane were added to the same small and inadequate enclosure that Lammie has endured for 39 years. Furthermore, the 
new elephants, though of captive origin, were in a free contact system and were able to roam the confines of their 
previous home. Now, they will be imprisoned in a half hectare enclosure and have to face new challenges such as the 
most.

“This is a sad day for elephants, yet another two elephants are unnecessarily been subjected to a life of imprisonment 
due to the lack of ethical management choices made by Joburg Zoo,” said Brett Mitchell, Director of Elephant 
Reintegration Trust.

Humane Society International/Africa is urging South Africans to show their disapproval by refusing to visit 
Johannesburg Zoo and to support elephant conservation projects that only portray elephants in the wild by protecting 
their habitats and protecting them from the threats of poaching and exploitation.
Carelessness At The Johannesburg Zoo – Concerns Mount For Elephants

Carelessness At The Johannesburg Zoo – Concerns Mount For Elephants

Support our Call of the Wild Project

Following the arrival of two new elephants at the Johannesburg Zoo last week, the National Council of SPCAs (NSPCA) has received footage of the zoo's elephant, Lammie, with a dart attached to her rump in spite of health concerns.

The NSPCA has expressed concerns regarding Lammie's health and have been unable to determine what her health status is - there were concerns and risks associated with immobilising her. The NSPCA new question, what has changed?

Furthermore, the NSPCA have the following questions: what was Lammie darted with? Why was it necessary to dart her? Was the darting/tranquilisation done to keep her calm during the press conference or does the Johannesburg Zoo not have suitable facilities to manage an introduction without darting?

The NSPCA, in consultation with veterinarians, also expresses concern with regards to the type of dart used - it appears that it may have been a buried dart, which should not be used on pachyderms. Darts without barbs are usually used on elephants because they drop out. The risk of using a barbed dart which does not drop is that the needle can break off, migrate, and cause an abscess on the elephant – this may cause local tissue trauma.

The NSPCA again calls into question the Johannesburg Zoo's ability to manage elephants and appeals to their reputation to release their elephants into a suitable environment where they will be properly and adequately cared for.

The NSPCA remains of the opinion that wild animals belong in the wild.
Public Outcry for Joburg Zoo to rethink policies after World Elephant Day Horror

BY LOUIZEL LOMBARD STEYN // GOOD THINGS GUY // AUG 13, 2018 // 593.37K

Photo Credit: Smanagita Lewu | Conservation Action Trust

Lammie’s 40th birthday celebrations and World Elephant Day at Joburg Zoo on Monday were marred by scenes of highly stressed elephants.

Johannesburg, South Africa – In a viral video shared online, Lammie is seen running out of her dark quarters, clearly confused and traumatised. The two other elephants behind bars also react in alarm, much to the misguided delight of the screaming onlookers.

The Zoo’s two new elephants, a 22-year-old male, named Ramadiba and a 19-year-old female named Mopani are still kept separate from Lammie.

MUST-READ: THE ELEPHANT IN THE ROOM... DEBUNKING THE MANY MYTHS OF ELEPHANT INTERACTIONS!

Zoo spokesperson Jenny Moodley confirmed to Beeld that Lammie has been kept separate from the newcomers and only been allowed to interact with them through fences for small periods at a time.

On World Elephant Day, Mopani was made to do tricks to entertain the crowds of visitors busied in for the occasion. Photos show her having to lie down, then roll over in front of the media. She was also made to stand on her knees several times. The two newcomers were initially caught in the wild by ETAF as calves and trained to perform stunts for the elephant tourism industry.

Brett Mitchell, an elephant behavioural expert and chairperson of the Elephant Reintegration Trust (ERT), says the Zoo’s cruel experiment is typical of a facility that’s only keeping elephants for the sake of entertainment and economic gain.

"The elephants’ behaviour indicates they were under immense stress." Heavy temporal streaming, running with head and tail up and foot-swinging are typical signs of distress and separation anxiety in elephants. "Lammie is seen spinning, dribbling urine and kicking the ground as soon as she is released back into the enclosure on her own. From the other two elephants, there is loud bellowing while they buckle their hind legs - a typical sign of stress," Mitchell says.

"If the Zoo had any respect for elephants, especially on World Elephant Day, they would not have created a program that exploits them. The program negatively affects the animals they claim to look after," Mitchell says. "The Zoo once again shows their complete lack of morality and has no concern for their elephants' welfare."

Furthermore, he says, the children visiting the zoo "did not learn anything besides that it's okay to buck up elephants, stress them out and provoke them for the sake of human entertainment."

Related Story
City of Cape Town Receives Medal of Honour in Global Sustainability Award

DA Shadow Minister of the Environment, Forestry and Fisheries (DEFF) spokesperson James Lenine says it's "extremely distasteful and wrong."

"How do you get to a situation where you have zoo animals doing tricks, and for whom? Zoos are supposed to be about education and teaching people about the importance of wildlife, and this does not aid that understanding," he says.

According to Zoo spokesperson Jenny Moodley, the elephants enjoyed the interaction. "The two new elephants that came from a sanctuary were trained to respond to groups of people at the sanctuary that they were based at," she says. "Yesterday was no different with Mopani showing off her training." The two new elephants were held in a small fenced enclosure throughout the day when the circus tricks were performed.

Audrey Delbok, Humane Society International (HSI) Africa Wildlife Director and elephant biologist says the zoo's actions are "shocking, but not surprising. Once again, this shows that entertainment trumps while the elephants' welfare is pushed aside."

"The increased noise and disturbance as well as the children's misplaced shouts of delight clearly exacerbated the situation and elevated the elephant's stress," Delbok says. "We are extremely concerned about the elephants' safety and well-being."

This latest incident follows a public outcry against the keeping of Lammie in the Zoo and the introduction of two new elephants.

Source: Conservation Action Trust

Have something to add to this story? Share it in the comments or follow Good Things Guy on Facebook & Twitter to keep up to date with good news as it happens or share your good news with us by clicking here.

Click the link below to listen to the Good Things Guy Podcast with Pieter Lindeque - South Africa's very own Good Things Guy. He's on a mission to share what the world pays no attention to and to help listeners to see that there's goodness all around us! In the Good Things Guy podcast, he brings these everyday heroes & their incredible stories to life.

Twin celebrations at Joburg Zoo

PARKVIEW – Johannesburg Zoo marks World Elephant Day and celebrates Lammie’s 40th birthday.

*August 12, 2019
Sarah Kissing
1 minute read

Johannesburg Zoo observed World Elephant Day by having the public visit the zoo for free on 12 August as well as celebrating Lammie who was born at the zoo as he turns 40.

The event included talks and exhibitions on environmental education and medical nourishment and enrichment programmes that the zoo provides for its elephants, in line with stringent legislated practices required for all zoos.

World Elephant Day is dedicated to the preservation, educating people on the protection of elephants by engaging with the current day plight of the species.

Elephants from Joburg Zoo were entranced to the media as they were educated about elephant preservation.
Children from many schools in the city gathered at the zoo to learn about Joburg Zoo’s medical nutrition and enrichment programmes that the zoo provides for its elephants.
Related articles:

Free entrance to Joburg Zoo as they celebrate World Elephant Day and Lammie’s birthday

WATCH: Joburg Zoo celebrates Lammie the elephant’s 39th birthday

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https://rosebankkillarneygazette.co.za/253609/twin-celebrations-joburg-zoo/
Photographs taken by Smaragda Louw, World Elephant Day, August 2019:
Photographs taken by Smaragda Louw, World Elephant Day, August 2019
CIRCUSES WITHOUT WILD ANIMALS
Bans or restrictions on the keeping of animals in circuses
11.1.2022

Numerous countries have banned or restricted wild animals in circuses. Some of them banned also domesticated animals such as horses or dogs, which are also used in circus shows.

FOUR PAWS gives you an overview of the countries that have already taken action against wild animals in circuses or where ban regulations are in the political debate – in Europe and around the world.

IN EUROPE

Austria: General ban on the use of wild animals.
Belgium: General ban on the use of wild animals.
Bosnia-Herzegovina: General ban on the use of all animals.
Bulgaria: General ban on the use of wild animals.
Croatia: General ban on the use of wild animals.
Cypern: General ban on the use of all animals.
Czech Republic: Ban on the use of newly born apes, seals, whales (except dolphins), rhinoceroses, hippopotami, giraffes. From January 2022 on all individuals of wild animal species born, donated or bought after 1. January 2022.
Denmark: General ban on the use of wild animals.
England: General ban on the use of wild animals as of 2020.
Estonia: General ban on the use of wild animals.
Finland: Ban on the use of apes, predators, elephants, hippopotami, marsupials, rhinoceroses, seals, crocodiles, predatory birds, ostriches, wild forms of mammalian or eagle animals.
France: General ban on the use of wild animals as of 2028. Ban on breeding wild animals in circuses as of 2023.

Greece: General ban on the use of all animals.

Hungary: Ban on the use of elephants, rhinoceroses and primates. Ban on the use of newly captured animals from the wild. Ban on the use of species mentioned in Appendix I of the CITES Convention.

Ireland: General ban on the use of wild animals.

Italy: In November 2017, the Italian Parliament adopted a ban on animals in circuses and travelling exhibitions. The ban is not implemented yet.

Lavvia: General ban on the use of wild animals.

Lithuania: General ban on the use of wild animals.

Luxembourg: General ban on the use of wild animals.

Malta: General ban on the use of all animals.

North Macedonia: General ban on the use of wild animals.

Netherlands: General ban on the use of wild animals.

Norway: General ban on the use of wild animals.

Portugal: Ban on the use of Great Apes. Breeding ban on whales, primates, wolves, bears, big cats, penguins, elephants, mammals, snakes, lizards, reptiles, constrictors. General ban of wild animals as of 2024.

Poland: Ban on the use of wild animals that were born in the wild.

Romania: General ban on the use of wild animals.

Scotland: General ban on the use of wild animals.

Serbia: General ban on the use of wild animals.

Slovakia: General ban on the use of wild animals.

Slovenia: General ban on the use of wild animals.

Spain: Regional bans on the use of wild animals.

Sweden: Ban on the use of apes, predators, rhinoceroses, giraffes, kangaroos, hippopotamuses, seals, predatory birds, ostriches, crocodiles, falconaries, elephants and sea lions.

Ukraine: The Ukrainian government is preparing for a ban.

Wales: General ban on the use of wild animals.

WORLDWIDE

Bolivia: General ban of wild animals and domesticated species.

Costa Rica: General ban of wild animals.

Ecuador: Nationwide ban on the use of native wild animals; restrictions on the use of exotic animals; ban on the import of both native and exotic wild animals with circuses.

El Salvador: General ban of wild animals.

Guatemala: General ban of all animals.

Honduras: General ban of all animals.

India: General ban of wild animals.

Iran: General ban of wild animals.

Israel: General ban of wild animals.

Columbia: General ban of wild animals.

Lebanon: Nationwide ban on the use of certain species in circuses.

Mexico: General ban of wild animals.

Panama: Nationwide ban prohibiting 'entry of wild animals for use in static and travelling circuses and similar shows'.

Paraguay: General ban of wild animals.

Peru: General ban of wild animal.

Singapore: General ban of wild animals.

Taiwan: Nationwide ban on the import or export of protected wildlife for circuses.

https://www.theguardian.com/environment/2019/jul/01/uk-wild-animal-ban-circus-ban

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Problem: 2004 - Eastern Europe

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Born to be killed - lion hunting in South Africa

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WATCH: Viral video shows traumatised elephants at Joburg Zoo

By Linda Lombard Steyn  Aug 31, 2019

Lammie’s 40th birthday celebrations and World Elephant Day at Johannesburg Zoo on Tuesday were marred by scenes of highly stressed elephants.

In a viral video shared online, Lammie is seen running out of her dark quarters, clearly confused and traumatised. The two other elephants behind bars also react in alarm, much to the misguided delight of the screaming onlookers.

The Zoo’s two new elephants, a 22-year-old male named Kamadi and a 19-year-old female named Mopani are still kept separate from Lammie. Zoo spokesperson Jenny Moodley confirmed to Bekeks that Lammie has been kept separate from the newcomers and only been allowed to interact with them through fences for small periods at a time.

On World Elephant Day, Mopani was made to do tricks to entertain the crowds of visitors busied in for the occasion.

Photos show her having to lie down, then roll over in front of the media. She was also made to stand on her knees several times. The two newcomers were initially caught in the wild by ETAF as calves and trained to perform stunts for the elephant tourism industry.

MORE ON THIS

* Pressure mounts for Joburg Zoo to free Lammie the lonely elephant
* Zoo is accused of cruelty
* Despite calls to free Lammie, Joburg Zoo takes two more elephants

Brett Mitchell, elephant behavioural expert and chairperson of the Elephant Reintroduction Trust (ERT) says the Zoo’s cruel experiment is typical of a facility that’s only keeping elephants for the sake of entertainment and economic gain.

“The elephants’ behaviour indicates they were under immense stress,” Heavy temporal streaming, running with head and tail up and foot-swinging are typical signs of distress and separation anxiety in elephants. “Lammie is seen spinning, dripping urine and kicking the ground as soon as she is released back into the enclosure on her own. From the other two elephants, there is loud bellowing while they buckle their hind legs - a typical sign of stress,” Mitchell says.

“If the Zoo had any respect for elephants, especially on World Elephant Day, they would not have created an entertainment program for which negatively affects the very animals they claim to look after,” Mitchell says. “The Zoo once again shows their complete lack of morality and has no concern for their elephants’ welfare.”

Furthermore, he says, the children visiting the zoo “did not learn anything besides that it’s okay to lock up elephants, stress them out and promote them for the sake of human entertainment.”

DA Shadow Minister of the Environment, Forestry and Fisheries (EFF) spokesperson James Linklater says it’s “extremely distasteful and wrong.

“How do you get to a situation where you have zoo animals doing tricks, and for whom? Zoos are supposed to be about education, and teaching people about the importance of wildlife, and this does not aid that understanding,” he says.

According to Zoo spokesperson Jenny Moodley, the elephants enjoyed the interaction.

“The two new elephants that came from a sanctuary were trained to respond to groups of people at the sanctuary that they were based at,” she says. “Yesterday was no different with Mopani showing off her training.”

The two new elephants were held in a small fenced enclosure throughout the day where the circus tricks were performed.
This latest incident follows a public outcry against the keeping of elephants in the Zoo and the introduction of two new elephants.

Conservation Action Trust
Detroit Zoo Will Set Elephants Free

ROYAL OAK, Mich. — Wanda has arthritis and Winky has foot problems after years of bitter winters and tight living conditions at the Detroit Zoo.

So the zoo is granting them amnesty in a rare attempt to end their suffering.

The Asian females will be sent to a wildlife refuge this summer or early fall, making the zoo the nation's first major animal facility to give away its elephants solely on ethical grounds, according to the Humane Society of the United States.

Zoo officials are seeking to send the elephants either to a Tennessee elephant sanctuary or to the Performing Animal Welfare Society preserve in GA, California. Both have many acres of habitat.

"People's traditional expectation of zoos is that they see lions and tigers and elephants," zoo director Ron Kagan said. "But it's also their expectation that an animal has a good life."

The zoo is widely recognized for its superior animal care. But Kagan said life in captivity has been rough for the two elephants.

In the wild, female Asian elephants typically roam 30 miles a day. They form solid social bonds with members of their herds and strongly desire physical and intellectual stimulation.

But Winky, 51, and Wanda, in her mid-40s, have lived through Michigan winters for 12 and eight years, respectively. They have experienced boredom and stress while living inside their one-acre enclosure — 16 times larger than what the American Zoo and Aquarium Assn. requires of its members who have elephants.

Wanda takes anti-inflammatory medication for chronic arthritis in her front legs. Winky has foot problems that might be related to sleeping unnaturally in a standing position; elephants sleep on soft surfaces in the wild.

"Now we understand how much more is needed to be able to meet all the physical and psychological needs of elephants in captivity, especially in a cold climate," Kagan wrote in memorandum explaining the decision.

The memo said it would cost $50 million to $90 million and require up to 20 acres of land to provide an adequate environment for the elephants. The price was so high it was never considered.

Five U.S. zoos have closed elephant exhibits in recent years amid public pressure following animal deaths or alleged mistreatment. A small animal sanctuary in Georgia surrendered its elephants earlier this year, partly because of space and cost concerns.
States.

"This is precedent-setting," Paulel said.

"It will reverberate throughout the zoo community and, by extension, be an indictment of what goes on in circuses where elephants are chained 22 hours a day."
WINKY AND WANDA – A TALE OF TWO ELEPHANTS

In April 2005 the Detroit Zoo moved elephants Winky and Wanda to the Performing Animal Welfare Society's (PAWS) ARK 2000 Sanctuary in California.

Why did the elephants move?
Winky (age 53) and Wanda (age 47) lived at the Detroit Zoo for more than 10 years. As time passed, and despite our best efforts, we saw the unfortunate results of them living in an unnatural physical and social environment.

In the wild, elephants have large home ranges and may walk many miles each day. Captive environments limit the amount of space elephants have in which to travel and exercise, made even worse in cold-weather areas. Michigan's winters are too cold (and often too slippery) for elephants to be outside all the time. At times they had to spend months inside where they were not able to get the exercise or be on the soft, natural substrate they needed to stay healthy.

Elephants are very social and need to live in large, socially complex groups that provide opportunities for the social interactions and bonds:
How do you transport elephants?

Winky and Wanda were transported in a semi-trailer that was specially designed by the PAWS sanctuary for moving elephants. It included heat and padded flooring to ensure that the elephants would travel comfortably, and also had remote cameras so that the keepers in the cab of the truck could watch the elephants as they traveled.

To reduce the stress of moving, Winky was conditioned to enter first and stand in the forward part of the trailer. Wanda was conditioned to enter the trailer after Winky and stand in the rear compartment. The elephants had many weeks of practice during which they were rewarded with their favorite treats when they entered the trailer.

On the day of the move, the rear door was gently closed behind them and their journey began. On April 5, 2005, Winky and Wanda began their journey to the Performing Animal Welfare Society's ARK 2000 Sanctuary. The trip covered more than 2,350 miles and took approximately 70 hours.

A well deserved retirement!

The Asian elephants at ARK 2000 have over 30 acres (30 times the area at the Detroit Zoo) of natural habitat in which they can browse and graze, dig, swim and explore. They are able to rebuild muscles that they didn't use living in zoos and are becoming more physically fit. Increased exercise may also slow the degenerative process of arthritis for the elephants.

Update:

Winky died at the PAWS sanctuary almost three years to the day after she arrived. She was 56 and had severe arthritis for years. Wanda enjoyed the creature comforts at PAWS for 10 years before her death in February 2015 at the age of 57 due to complications from severe arthritis. We are comforted to know that the quality of life for these elephants was as good as it possibly could have been, and we're grateful to the staff at PAWS for the excellent care Winky and Wanda received and the environment they were offered.

The experience of these two lovely beings demonstrates the significant role zoos can play in reshaping public attitudes and values toward the humane treatment of animals. This is the end of a chapter, but not the end of the story. For more information on PAWS or to contribute to the care of other retired elephants, visit pawsweb.org.
Elephant-Free Zoos

With the recognition that zoos cannot adequately provide for the complex needs of elephants, several zoos have closed their elephant exhibits, setting a positive precedent worldwide.

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<th>United States</th>
<th>Year</th>
<th>Elephant Repatriation</th>
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<td>Buffalo Zoo</td>
<td>2016</td>
<td>Free after 40 years of captivity</td>
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<td>Brookfield Zoo</td>
<td>2015</td>
<td>Closed in response to an elephant petition</td>
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<td>Saint Louis Zoo</td>
<td>2014</td>
<td>Relocated to a sanctuary</td>
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URGENT ALERTS
Ex-owner’s animal license revoked, Nosey, ‘saddest elephant in the world,’ at home in sanctuary

Published: Oct. 29, 2019, 11:49 a.m.

By Linda Sosa lpsosa@al.com

A ruling by the USDA means the former owner of an elephant once described “the saddest elephant in the world,” will no longer be able to exhibit animals.

A USDA judge ruled to revoke the Animal Welfare Act license of Hugo Liebel, owner of Orlando-based Great American Family Circus and former owner of “Nosey,” an African elephant. The order means Liebel cannot buy, exhibit, transport or sell any animal.

In 2017, Nosey was seized from Liebel during a circus stop in Lawrence County and he and his wife, Franciska, were arrested on animal cruelty charges. Investigators said Nosey was chained by her legs and was unable to move. She was standing in her own feces without adequate food, water or shelter and was being transported in an improper cargo trailer.

After being taken from the circus, Nosey was transported to her new home, The Elephant Sanctuary, located southwest of Nashville. The Elephant Sanctuary is the country’s largest natural habitat refuge for captive African and Asian elephants.

At the sanctuary, veterinarians found Nosey was malnourished and dehydrated and she had skin and urinary tract infections and intestinal parasites, as well as arthritis.

According to the sanctuary, Nosey was born in Zimbabwe in 1982 before being captured and brought to Florida in 1984. She was purchased by Liebel in 1988 and traveled with the circus for almost 29 years.
At the sanctuary, Nosey has access to a heated barn and large habitat she shares with other elephants rescued from circuses and zoos. PETA, which has long lobbied for Nosey’s removal from the circus, praised the USDA decision.

"After decades of forcing Nosey, the elephant to give rides even as her bones ached, Hugo Llull is out of the animal-exhibition business," says PETA Foundation Deputy Director of Captive Animal Law Enforcement Rachel Mathews. "Fifteen years after launching the campaign for Nosey’s freedom, PETA is celebrating her safe and secure retirement in the expert care of a lush sanctuary."


Nosey: The Saddest Elephant in the World

Note: We may earn commission from affiliate links.
SERVICE DELIVERY AGREEMENT

Entered into between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY
("the City")

and

JOHANNESBURG CITY PARKS AND ZOO NPC (RF)
("City Parks and Zoo")

CITY OF JOHANNESBURG
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GROUP GOVERNANCE
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WHEREAS:

A. the City is in terms of the Constitution of the Republic of South Africa and other applicable legislation charged with the responsibility of ensuring the sustainable provision of municipal services within its area of jurisdiction;

B. with a view to deriving maximum benefit from the principles of performance-based contracting, the City has elected to deliver the Services through CITY PARKS AND ZOO which is a company wholly owned and controlled by the City;

C. CITY PARKS AND ZOO functions as an external mechanism for delivery of municipal services as contemplated in Section 76(b) of the Systems Act;

D. the City has entered into a Service Delivery Agreement with CITY PARKS AND ZOO as contemplated in Section 81(2) of the Systems Act;

E. the Systems Act contemplates a Service Delivery Agreement which sets out the framework within which CITY PARKS AND ZOO is assigned the task of rendering the Services on behalf of the City, without detracting from the accountability of the City under its constitutional mandate;

F. the existing Service Delivery Agreement has been reviewed by both the City and CITY PARKS AND ZOO to comply with the City long term strategy, and the agreed outcome of such review process is the revised agreement as recorded herein;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

In this Agreement and in any annexures and schedules hereto:
1.1 Clause headings are for convenience only and are not to be used in interpretation of this Agreement;

1.2 unless the context indicates a contrary intention, an expression which denotes

1.2.1 any gender includes the other gender.

1.2.2 a natural person includes a juristic person and vice versa;

1.2.3 the singular includes the plural and vice versa;

1.3 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-

1.3.1 "Accounting Officer" shall have the meaning ascribed to it in Section 93 of the MFMA, meaning the chief executive officer of the municipal entity appointed in terms of section 93J of the Systems Act;

1.3.2 "Assets" means all the Assets, whether corporeal or incorporeal, of CITY PARKS AND ZOO used in connection with or in the provision of the Services comprising, but not limited to plant, movable and immovable property and incorporeal rights.

1.3.3 "Auditors" means the Auditor-General as defined in the MFMA;

1.3.4 "Board" means the Board of Directors of CITY PARKS AND ZOO;
1.3.5 "Budget" means a budget that is prepared and submitted to the City by CITY PARKS AND ZOO and which is finalised and approved in accordance with the requirements of section 87 of the MFMA and otherwise in accordance with the provisions of the Municipal Budget and Reporting Regulations;

1.3.6 "Business Day" means a day other than a Saturday, Sunday or public holiday in the Republic of South Africa;

1.3.7 "Business Plan" means the annual business plan of CITY PARKS AND ZOO as approved by the City and amended from time to time;

1.3.8 "CCRs" means Core Competency Requirements as identified in the Scorecard;

1.3.9 "Chairperson’s Quarterly Meeting" means a meeting convened and attended by the chairperson of the Board of CITY PARKS AND ZOO, the relevant MMC, CITY PARKS AND ZOO Accounting Officer, representatives from the Group Governance and Line Department/s, which meetings are scheduled by the City on a quarterly basis;

1.3.10 "CM" means the City Manager;

1.3.11 "the City" means when referred to as:

1.3.11.1 an entity, the City of Johannesburg Metropolitan Municipality established by notice no. 6766 of 2000 published in the Gauteng Provincial Gazette No. 141 by
the MEC responsible for Local Government in Gauteng in terms of section 12(1) of the Structures Act, or its successors-in-title, and includes duly authorised officials of the municipality who have been delegated any powers, functions and duties necessary to give effect to this Agreement and decide upon and administer the matters referred to herein; and

1.3.11.2 a geographical entity, the area within the municipal boundary of the City of Johannesburg Metropolitan Municipality as determined or redetermined from time to time by the Municipal Demarcation Board acting under the Demarcation Act;

1.3.12 "City Group Performance Management Framework" means the Group Performance Management Framework for the City of Johannesburg as approved by the Mayoral Committee on 20 August 2009 as amended from time to time;

1.3.13 "City Supply Chain Management Policy" means the Supply Chain Management Policy of the City of Johannesburg adopted in terms of Section 111 of the MFMA;

1.3.14 "City Parks and Zoo" means Johannesburg City Parks and Zoo Johannesburg NPC (RF) with Registration No. 2000/028782/07, a municipal entity incorporated and registered in the Republic of South Africa in terms of the Companies Act 61 of 1973, which has
now been repealed by the Companies Act 71 of 2008, 40 De Korte Street, Braamfontein, Johannesburg:

1.3.15 “CITY PARKS AND ZOO Accounting Officer” means the managing director or chief executive officer of CITY PARKS AND ZOO, from time to time as defined in section 93 of the MFMA;

1.3.16 “Competent Authority” means any department in the national or provincial or local government sphere of government exercising statutory powers in terms of legislation;

1.3.17 “Companies Act” means the Companies Act 71 of 2008, as amended from time to time;

1.3.18 “Confidential Information” means all confidential data whether of a historical, current or future nature irrespective of whether it is stored, recorded or embodied in a handwritten, printed, visual, electronic, audible or other format or medium, and belonging to, created by, in the possession or under the control of the Parties individually. For the purpose of this Agreement "information" shall include, without limiting its ordinary meaning, data, codes, letters, telefaxes, telegrams, faxes, agreements, specifications and strategic plans;

1.3.19 “CPI” means the weighted average of the consumer price index in respect of all areas and for all items as published by the Central Statistical Services (Statistical Release P0141.1) from time to time, provided that if:
1.3.19.1 such index should cease to be published, or

1.3.19.2 the basis of calculation of such index has changed and pursuant to such change one Party has notified the other that it is not satisfied therewith; or

1.3.19.3 due to a change in circumstances, the index is no longer representative of general inflationary changes in South Africa, then, in any such circumstances, the Parties will use such official information or index as may be available and acceptable to them, or failing such availability and acceptance, an index determined in writing as fair and reasonable by a majority decision of a panel of 3 (three) independent chartered accountants of the Republic of South Africa (who shall act as experts and not as arbitrators) appointed by the president for the time being of the South African Institute of Chartered Accountants, which determination shall be binding upon the Parties. Any determination made by the majority of such panel as to the date from which any revised index shall take effect and liability for the cost of determination of the index by the panel shall be binding upon the Parties;

1.3.20 "Customer Charter" means a customer relations and customer management system prepared by CITY PARKS AND ZOO in accordance with clause 18 of this Agreement;
1.3.21 “Demarcation Act” means the Local Government: Municipal Demarcation Act 29 of 1998;

1.3.22 “Designated Oversight Structures” means the departments/units/structures charged with decentralised municipal entity oversight under the City’s revised governance model, namely, the relevant line departments, Group Governance and the relevant MMCs;

1.3.23 “Effective Date” means 25 February 2014.

1.3.24 “Employees” means all the employees employed by CITY PARKS AND ZOO from time to time throughout the period of this Agreement;

1.3.25 “End User” means a natural or juristic person who uses or benefits directly from the provision of the Services provided by CITY PARKS AND ZOO;

“ED” means the Executive Director of the City Community Development Department.

1.3.26 “Community Development” means Community development Department of the City.

1.3.27 “Financial Year” means the financial-year of both the City and CITY PARKS AND ZOO being a 12 (twelve) month period commencing on 1 July and ending the following 30 June;
1.3.28 "GDS" means the Growth and Development Strategy of the City as formulated from time to time;

1.3.29 "GG" means Group Governance Department of the City

1.3.30 "GPAC" means the Group Performance Audit Committee, the structure established pursuant to the Local Government: Municipal Planning and Performance Management Regulations, 2001 for ensuring the objective review and verification of the various components of the City's employee performance management system;

1.3.31 "GRAS" means Group Risk and Assurance Department of the City

1.3.32 "GRAP" means Standards of Generally Recognised Accounting Practice as determined by the Accounting Standards Board of South Africa from time to time;

1.3.33 "GSPCR" means Group Strategy, Policy Coordination and Research department of the City.

1.3.34 "IDP" means the Integrated Development Plan of the City as formulated from time to time;

1.3.35 "IRFA" means the Intergovernmental Relations Framework Act No. 13 of 2005 and any regulations or guidelines promulgated thereunder from time to time;

1.3.36 "KPA" means the Key Performance Area which is the explicit statement of a performance objective and outcome results that
relate to a major functional, operational, technical, financial or behavioural area of the role and accountability of the individual or entity whose performance is being assessed;

1.3.37 “KPI” means the Key Performance Indicator and means the deliverables, standards or measures used to indicate whether or not an SPO or KPA has been met. These must be within the control of the individual or entity whose performance is being assessed, as well as being objective, observable and capable of being measured;

1.3.38 “Local Community” means that body of persons comprising:

1.3.38.1 the residents of the City;

1.3.38.2 the ratepayers of the City, any civic organizations and non-governmental, private sector or labour organizations or bodies which are involved in local affairs within the City; and

1.3.38.3 visitors and other people residing outside the City who, because of their presence in the City, make use of services or facilities provided by the City, and includes, more specifically, the poor and other disadvantaged sections of such body of persons;

1.3.39 “Minister” means the Cabinet member responsible for provincial and local government;
1.3.40 “MFMA” means the Local Government: Municipal Finance Management Act No. 56 of 2003:

1.3.41 “MMC” means a Member of the Mayoral Committee;

1.3.42 “Municipal Asset Transfer Regulations” means the Local Government Municipal Finance Management Act, 2003, Municipal Asset Transfer Regulations published under Notice R878 in Government Gazette No. 31346 dated 22 August 2008;

1.3.43 “Municipal Budget and Reporting Regulations” means the Local Government Municipal Finance Management Act, 2003, Municipal Budget and Reporting Regulations published under Notice 393 in Government Gazette No. 32141 dated 17 April 2009;

1.3.44 “Municipal Legislation” means all the legislation (including regulations framed thereunder) in operation at the Effective Date which regulates the conduct of the City’s affairs and of its municipal entities, including, without limitation, the MFMA, Systems Act and Structures Act and any new or replacement legislation (including regulations) which subsequently comes into force;

1.3.45 “Municipal Manager” means the official appointed as such by the City in terms of section 82 of the Structures Act,

1.3.46 “Municipal Services” means municipal services as defined in the Systems Act;
1.3.47 “Operational Dispute” means a dispute between the Parties to an SDA, or between any such Party and any other municipal entity of the City, which arises out of the provisions of such SDA or anything done, provided or procured pursuant thereto;

1.3.48 “Party” and “Parties” means CITY PARKS AND ZOO and the City and their successors in title, as the context requires;

1.3.49 “Regulatory Provisions” means collectively the provisions of any law, proclamation, ordinance, Act of Parliament or Provincial legislature, or other enactment having the force of law, any policy directive or notice issued by a Competent Authority in exercising statutory powers and any administrative action in respect of or relating to the provision of the Services or relating to the functioning of a municipal entity;

1.3.50 “Section 57 Employee” means the municipal manager of a municipality or a person who is appointed by the said municipality and who is directly accountable to the municipal manager as contemplated in section 57(1) of the Systems Act;

1.3.51 “Section 79 Oversight Committee” means a committee convened pursuant to section 79 of the Structures Act for the purpose of considering and making recommendations to the Council in relation to, inter alia, certain legislative issues and matters arising out of such committee’s oversight role over the activities of the Community Development and also arising out of the consideration of quarterly reports from the Community Development Department, the relevant MMC and CITY PARKS AND ZOO;
1.3.52 "Scorecard" means, in the context of performance management, the document within which all relevant KPIs, KPAs and SPOs impacting on the performance assessment of the individual or entity concerned, are captured relative to a particular assessment period;

1.3.53 "SDA" means this Service Delivery Agreement including all annexures and schedules attached hereto;

1.3.54 "SDBIP" means the Service Delivery Budget Implementation Plan of the City as formulated from time to time;

1.3.55 "Cluster Scorecard" means the cluster scorecard pertaining to the cluster of the City within which CITY PARKS AND ZOO engages with the relevant core department/s of the City in provision of the Services. The cluster Scorecard is developed jointly between the cluster and CITY PARKS AND ZOO from the cluster plan prepared annually as part of the City’s five year IDP;

1.3.56 "Service Area" means the geographical area in respect of which CITY PARKS AND ZOO is appointed (and where applicable, licensed in terms of applicable Regulatory Provisions) to render the Services as more fully described in Annexure “B”;

1.3.57 "Service Levels" means the levels of service to be achieved by CITY PARKS AND ZOO in providing the Services under this Agreement as more fully described in clause 10.5.3 and specified by the City in the SLAs from time to time;
1.3.58 "Services" means the services provided or to be provided by CITY PARKS AND ZOO as described in Annexure "A" hereto;

1.3.59 "Structures Act" means the Local Government: Municipal Structures Act 117 of 1998;

1.3.60 "Systems Act" means the Local Government: Municipal Systems Act 32 of 2000;

1.3.61 "Treasury Policy Manual" means the City's Treasury Policy Manual approved by the City from time to time;

1.3.62 "User Forum" means the end-user forum established by the Board of CITY PARKS AND ZOO and made up of representatives of the Local Community;

1.3.63 "VAT" means value added tax in terms of the Value Added Tax Act 89 of 1991, as amended.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

1.5 When any number of days is prescribed in this Agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.7 expressions defined in this Agreement shall bear the same meanings in schedules and/or annexures to this Agreement save to the extent expressly provided to the contrary in writing;

1.8 all schedules and annexures to this Agreement shall be deemed to have been expressly incorporated into and form an integral part of this Agreement and as such each reference herein to this Agreement shall be deemed to include a reference to all such schedules, appendices and annexures;

1.9 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation and definitions clause;

1.10 a reference to a Party includes that Party’s successors in title and permitted assigns;

1.11 any reference to an enactment is to that enactment, as amended, as of the date of signature hereof, and as amended or re-enacted from time to time thereafter;

1.12 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will
operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

1.13 the rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the agreement shall not apply.

1.14 all policies and protocols of general application of the City which have been officially adopted by it or which may be adopted by it in the future from time to time and communicated by the City to CITY PARKS AND ZOO in writing from time to time, shall, unless expressly excluded in this Agreement or by the context governing the relationship between the City and CITY PARKS AND ZOO to the extent that they have a bearing on the provision of the Services under this Agreement, be deemed to have been incorporated by reference.

2. SUPREMACY OF THIS AGREEMENT

Save as may be expressly agreed and recorded to the contrary, if any provision of any other agreement entered into between the City and CITY PARKS AND ZOO or any provision of the Business Plan and pertaining to the subject-matter of this Agreement, conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. **APPOINTMENT OF CITY PARKS AND ZOO**

3.1 Notwithstanding the date of signature of this Agreement, all rights and obligations arising from this Agreement shall be deemed to have come into operation on the Effective Date, from which date the provisions of this Agreement shall be deemed to have replaced the provisions of the previous SDA.

3.2 Save to the extent specifically provided to the contrary in this SDA, CITY PARKS AND ZOO at all times acts as an independent contractor and neither the appointment of CITY PARKS AND ZOO nor anything in this Agreement shall give rise to or be construed as giving rise to an employer-employee relationship between the Parties, a relationship of principal and agent, a joint venture or an agreement of partnership between the Parties, nor shall it give rise to a labour broking agreement.

4. **CESSION AND ASSIGNMENT**

4.1 Neither Party shall be entitled to cede its rights or assign its obligations under this Agreement without the prior written consent of the other Party.

4.2 CITY PARKS AND ZOO may subject to the City's policies appoints consultants, contractors and suppliers to undertake any portion of its obligations in terms of this Agreement, which appointment shall be at its own cost and not relieve CITY PARKS AND ZOO of any of its obligations to the City.
5. COMMENCEMENT AND DURATION

5.1 This Agreement shall commence on the Effective Date and shall be reviewed every 5 (five) years in line with the period of the Integrated Development Plan (IDP) in terms of the provisions set out in this Agreement or until terminated by the City pursuant to Section 93B(c) of the Systems Act.

5.2 This SDA shall cover the period of the IDP from 2011 to 2016 and upon expiry of this period; it shall be reviewed in line with the new IDP for the period 2016 to 2021.

5.3 Annexures A and B to this SDA shall be reviewed and agreed to annually by both the Board of CITY PARKS AND ZOO and the City as they form the basis for the performance review of CITY PARKS AND ZOO.

6. SERVICE AREA

6.1 Subject to clauses 6.2 and 6.3 below, CITY PARKS AND ZOO shall provide the Services within the Service Area as stipulated in Annexure “A”.

6.2 If the municipal boundaries of the City are extended under the Demarcation Act or any other law, and the City elects to expand the Service Area, the procedure shall be as follows:
6.2.1 the City shall forthwith, following the publication of a redetermination of its municipal boundaries in the Gauteng Provincial Gazette under the Demarcation Act or any other law, indicate whether it shall cover the area accordingly to provide the Services within the extended area;

6.2.2 if CITY PARKS AND ZOO is required by the City to provide the Services in the extended area, CITY PARKS AND ZOO shall negotiate with the City to amend the Budget of CITY PARKS AND ZOO in a way which will accommodate the additional activities to be undertaken by CITY PARKS AND ZOO in the extended area, using the procedures specified in the Municipal Budget and Reporting Regulations. If the Parties fail to agree on the requisite changes required to CITY PARKS AND ZOO’s Budget within [30 (thirty) days] of commencement of negotiations, such dispute shall be referred for dispute resolution as an Operational Dispute.

6.3 If the municipal boundaries of the City are reduced under the Demarcation Act or any other law, then following the publication of a redetermination of the City’s municipal boundaries in the Gauteng Provincial Gazette under the Demarcation Act or any other law:

6.3.1 the Service Area shall be reduced to coincide with the new boundaries of the City; and

6.3.2 CITY PARKS AND ZOO shall negotiate with the City to amend CITY PARKS AND ZOO’s Budget mutatis mutandis in accordance with the process contemplated in clause 9.
7. SERVICES AND SERVICE STANDARDS

7.1 The Services provided or to be provided by CITY PARKS AND ZOO from the Effective Date in accordance with the provisions of this Agreement, are those described in Annexure “A”.

7.2 The Services are described in general terms in Annexure “A” but will on an annual basis be specified in more detail in the SDBIP and CITY PARKS AND ZOO’s annual Business Plan as contemplated in this Agreement.

7.3 The scope of the Services may be changed by agreement between the Parties pursuant to the business planning and budgeting process as referred to in this Agreement.

7.4 The Service standards are attached hereto as Annexure B and shall be reviewed annually prior to the commencement of each financial year in line with the budget approval process.

8. PRINCIPAL OBJECTIVE OF SDA AND LINK TO BUDGETING PROCESS

8.1 The SDA is entered into between the Parties with the principal objective of providing a framework within which detailed service delivery plans can be developed and implemented by CITY PARKS AND ZOO in a manner which is consistent with and which will play a part in giving effect to the City’s strategic planning processes.

8.2 The municipal budgeting process is the mechanism by which CITY PARKS AND ZOO translates into practice the strategic objectives of the City in a manner which is not only consistent with the GDS (in respect of long term
strategic objectives), the IDP (in respect of medium term strategic objectives) the SDBIP (which outlines current objectives set for the City) and the Cluster Scorecard, but also in a manner which is consistent with the availability and prudent and sustainable use of available resources.

8.3 As an outcome of the budgeting process, the Business Plan of CITY PARKS AND ZOO identifies the key service delivery objectives of CITY PARKS AND ZOO together with the resources allocated to the achievement of such objectives. It also identifies the KPAs and KPIs which are used in evaluating the extent to which CITY PARKS AND ZOO and its management have achieved the service delivery objectives determined for CITY PARKS AND ZOO, and enables evaluation of management performance in the context of appropriate remuneration.

9. ANNUAL BUDGETING PROCESS AND BUSINESS PLAN

9.1 The Board of CITY PARKS AND ZOO shall ensure for each Financial Year of CITY PARKS AND ZOO, that a budget is prepared and submitted to the City and finalised in accordance with the requirements of Section 87 of the MFMA and the Municipal Budget and Reporting Regulations.

9.2 CITY PARKS AND ZOO’s Budget shall include a multi-year Business Plan which shall, *inter alia*:

9.2.1 serve the purpose of providing a vehicle through which the obligations of the Parties with regard to service delivery can be articulated and agreed upon on an annual basis.
To achieve this purpose each Business Plan must define the outputs to be achieved by CITY PARKS AND ZOO in each year, the budget needed to achieve the outputs, and such other issues as the City shall request CITY PARKS AND ZOO to incorporate in the Business Plan, including a range of other critical issues and supporting information describing the business and the strategies to be adopted to ensure delivery on the agreed outputs.

set key financial and non-financial performance objectives and measurement criteria which shall have been agreed between CITY PARKS AND ZOO and the City.

The budget shall:

be within any limits determined by the City, including any limits on tariffs, revenue, expenditure and borrowing;

be consistent with the City’s budget and IDP;

be consistent with this SDA;

reflect actual and potential liabilities and commitments, including particulars of any proposed borrowing of money during the period to which the plan relates;

comply with the Municipal Budget and Reporting Guidelines; and
9.3.6 otherwise comply with the requirements of Section 17(1) and (2) of the MFMA to the extent that such requirements can reasonably be applied to CITY PARKS AND ZOO.

9.4 Should the City and CITY PARKS AND ZOO fail to agree any of the foregoing matters, either Party may declare a dispute by giving written notice thereof to the other Party, whereupon the dispute resolution provisions shall immediately come into operation and, if the matter is not resolved within the 15 (fifteen) day period contemplated in clause 24.3, the matter shall be resolved as an Operational Dispute.

9.5 The Business Plan shall also:

9.5.1 as far as possible be in accordance with a pro forma submitted to CITY PARKS AND ZOO from time to time by the City at commencement of the annual budgeting process and shall in detail set out the outcomes to be achieved by CITY PARKS AND ZOO in the following year, commencing 1st July. In addition, each Business Plan shall include indicative inputs and outputs and financial models for the subsequent 3 (three) years;

9.5.2 be approved by the Board of CITY PARKS AND ZOO after it has been finally negotiated and settled as per the provisions of section 87 of MFMA; and

9.5.3 be submitted to the City in terms of the provisions of the MFMA including any regulations framed hereunder on or before a date
determined by the City from time to time, provided that such date is not later than the date contemplated under the MFMA.

9.6 Any projected allocation to CITY PARKS AND ZOO by the City must be provided for in the annual budget of the City, and to the extent not so provided, CITY PARKS AND ZOO’s Budget and where applicable, the Business Plan, must be adjusted in accordance with the provisions of section 87(6) of the MFMA.

9.7 CITY PARKS AND ZOO shall incur expenditure only in accordance with its approved Budget, subject to any adjustments effected on the basis contemplated in the MFMA.

10. PERFORMANCE OBJECTIVES, COMPLIANCE AND REVIEW

10.1 Taking into account the City’s key service delivery imperatives and the resources available for achieving those objectives, CITY PARKS AND ZOO’s Business Plan shall set out the key annual financial and non-financial performance objectives of CITY PARKS AND ZOO.

10.2 Pursuant to determination of the key annual performance objectives for the year to which the relevant Business Plan relates, CITY PARKS AND ZOO shall, by agreement with the City also establish the relevant KPAs and KPIs for CITY PARKS AND ZOO in respect of such period, for inclusion in CITY PARKS AND ZOO’s Business Plan.
10.3 KPIs shall be designed to indicate to the Parties, End Users and the general public, the measure of success achieved by CITY PARKS AND ZOO in the provision of the Services.

10.4 The service objectives agreed to from time to time between CITY PARKS AND ZOO and the City represent a critical measure of service delivery, and as a substantive obligation pursuant to this SDA CITY PARKS AND ZOO undertakes at all times to perform the Services in a professional manner which is in compliance with the KPA and KPIs established pursuant to the Business Plan, as agreed to annually and where applicable, amended as provided for in terms of this Agreement or by Municipal Legislation. In this regard CITY PARKS AND ZOO shall at all times exercise proper skill, care and diligence and comply with all directives, time schedules and budgets as agreed with the City pursuant to the Business Plan.

10.5 CITY PARKS AND ZOO shall report on its performance:

10.5.1 annually, as part of annual reporting process, against the agreed KPAs and KPIs in terms of clause 12.3;

10.5.2 six months after commencement of the financial year; and

10.5.3 quarterly report on its activities during the quarter under review to the Designated Oversight Structures prior to the relevant Chairperson's Quarterly Meeting, and the meetings of the Mayoral Committee and Section 79 Oversight Committee tasked to oversee the activities of CITY PARKS AND ZOO in terms of clause 12.2.
11. PERFORMANCE MANAGEMENT

11.1 The Board is ultimately responsible for the performance management of CITY PARKS AND ZOO and all employees of CITY PARKS AND ZOO (including the Accounting Officer) in the context of CITY PARKS AND ZOO’s performance Scorecard, and shall develop and implement such internal performance management tools and protocols as are deemed to be in the best interests of CITY PARKS AND ZOO in discharging its obligations under this Agreement.

11.2 External to CITY PARKS AND ZOO, the City Group Performance Management Framework regulates performance planning and implementation co-ordination between CITY PARKS AND ZOO and the City by means of the applicable Cluster Scorecard.

11.3 CITY PARKS AND ZOO shall in response to the PIPs, contribute to the Cluster scorecard and the performance thereof shall be reviewed by the Cluster on an annual basis.

12. REPORTING REQUIREMENTS

12.1 CITY PARKS AND ZOO shall adhere to the requirements of the Municipal Budget and Reporting Regulations.
12.2 Quarterly Reports

12.2.1 Within 7 (seven) days of the end of each quarter, preparation and submission to Group Governance department of a quarterly performance report for CITY PARKS AND ZOO as at the end of each quarter, reflecting:

12.2.1.1 its financial performance in rendering the Services;

12.2.1.2 its achievement of the performance objectives referred to in clause 10, including any Service Levels which have been incorporated into any performance objective on the basis contemplated in clause 10.5.3:

12.2.1.3 any special circumstances and factors that should be taken into account in analysing its performance; and

12.2.1.4 any measures to be taken by CITY PARKS AND ZOO to improve its performance.

12.2.2 CITY PARKS AND ZOO Accounting Officer shall provide the City with such additional information regarding its operations, related to the provision of the Services as the City may reasonably require.

12.2.3 CITY PARKS AND ZOO Accounting Officer shall provide quarterly financial statements reflecting CITY PARKS AND ZOO’s actual income and expenditure together with financial notes explaining any variances and the
reasons for variances and its achievement or otherwise of the agreed outputs, which report shall include such information as is necessary to enable the City to accurately assess the extent to which CITY PARKS AND ZOO has achieved the agreed outputs.

12.3 **Annual Reports and Annual Financial Statements**

12.3.1 CITY PARKS AND ZOO Accounting Officer shall ensure the preparation and submission of the Annual Financial Statements within two months of CITY PARKS AND ZOO financial year end (in accordance with the provisions of Municipal Legislation, the Companies Act and GRAP) to the City and the Auditors which:

12.3.1.1 fairly present the state of affairs of CITY PARKS AND ZOO for the period in question, its performance against its budget, its management of revenue, expenditure, assets and liabilities, its business activities, its financial results and its financial position as at the end of the financial year;

12.3.1.2 comply with all disclosure requirements of Municipal Legislation from time to time;
12.3.1.3 comply with the disclosure guidelines as recommended by the King Report III on Corporate Governance as updated from time to time, disclosing both financial and non-financial issues.

12.4 The Accounting Officer for CITY PARKS AND ZOO shall prepare for each financial year, an annual report in accordance with the requirements of the MFMA and submit the annual report to the Group Governance in August of each year.

13. SUPPLY CHAIN MANAGEMENT POLICY

13.1 CITY PARKS AND ZOO shall at all times ensure that its Supply Chain Management Policy is consistent with the MFMA, relevant regulations from time to time and aligned to the City Supply Chain Management Policy.

13.2 CITY PARKS AND ZOO’s Supply Chain Management Policy shall include, without limitation, amongst others, the following policies:

13.2.1 a policy on broad-based black economic empowerment (which includes the empowerment of youth, women, the disabled and ex-combatants);

13.2.2 a policy on development and management of small, micro and medium enterprises;

13.2.3 a policy on supplier management; and
13.2.4 shall include clearly defined annual targets as set out by the City from time to time to be achieved by CITY PARKS AND ZOO, and reported upon monthly as part of the quarterly report prescribed in terms of clause 12.2 above.

13.3 CITY PARKS AND ZOO may participate in an e-procurement system developed by the City from time to time and may negotiate in good faith a service-level agreement with the City in terms of which the City shall provide CITY PARKS AND ZOO with centralised procurement services, if required.

14. POWER TO MONITOR PERFORMANCE

14.1 The City shall, through the GG, GSPCR and GRAS, fulfil its legal obligations of continually monitoring and regulating the performance of CITY PARKS AND ZOO under this Agreement.

14.2 In performing its monitoring in terms of clause 14.1, the GG, GSPCR and GRAS shall be entitled to conduct interviews with End Users, conduct user satisfaction surveys, performance audits or use such other monitoring methods as the GG, GSPCR and GRAS may deem fit.

14.3 CITY PARKS AND ZOO shall, to the extent reasonably practicable, at all times maintain a full and accurate set of records of the Services performed under this Agreement. Notwithstanding the provisions of applicable law (such as the National Archives Act) CITY PARKS AND ZOO shall only destroy such records to the extent agreed with the relevant GG, GSPCR and GRAS.
14.4 CITY PARKS AND ZOO shall render such reasonable assistance as may be necessary to allow the GG, GSPCR and GRAS to exercise their powers in terms of this clause 14.

14.5 Duty to provide access to information

14.5.1 In order to exercise their monitoring and oversight roles in terms of this Agreement, the GG, GSPCR and GRAS of the City and their duly authorised representatives shall have a right of access to all information belonging to CITY PARKS AND ZOO.

15. HUMAN RESOURCE AND LABOUR RELATIONS

15.1 CITY PARKS AND ZOO recognizes the City's vision of being a "best practice" employer and confirms its commitment to achieving the same ideal.

15.2 Further, CITY PARKS AND ZOO undertakes to:

15.2.1 endeavour to adopt and implement, as far as possible, as its minimum standard those standards contained in the collective agreement concluded between the City and its recognised unions ("the Collective Agreement") to the extent that it is in the best interest of CITY PARKS AND ZOO and consistent with its obligations under this Agreement to do so or as otherwise agreed with the City;
15.2.2 acknowledge the provisions of the Collective Agreement as the minimum threshold of standards, terms and conditions of employment, except where otherwise agreed between CITY PARKS AND ZOO and its recognized unions. CITY PARKS AND ZOO and its recognized unions may negotiate mutual interest issues at a more favourable level in favour of employees than those contained in the Collective Agreements;

15.2.3 meaningfully participate, together with the City's other municipal owned entities, in a group human resources or labour relations committee established by the City from time to time, for the purposes of, amongst others:

15.2.3.1 effectively communicating and sharing relevant information;

15.2.3.2 continuous and on-going learning in respect of human resources and labour relations issues;

15.2.3.3 coordinating human resource and labour relations activities;

15.2.3.4 aligning labour relations strategies;

15.2.3.5 developing and sharing best practices;

15.2.3.6 preventing disputes initiated by the unions in various forums;
15.2.3.7 fostering harmonious labour relations with the Johannesburg division of the South African Local Government Bargaining Council ("SALGBC");

15.2.3.8 striving for consensus on issues raised at the Johannesburg Division and National Level of the SALGBC.

15.3 Notwithstanding anything contained herein, CITY PARKS AND ZOO may, with the consent of the City, which consent shall not be unreasonably withheld, depart from any of the provisions of clauses 17.1 and 17.2. so as to ensure flexibility and independence of CITY PARKS AND ZOO.

16. HUMAN RESOURCE POLICIES

16.1 CITY PARKS AND ZOO shall ensure that for the duration of this SDA that its human resource policies and employee monitoring and incentive schemes are approved by the Board and maintained by CITY PARKS AND ZOO.

16.2 Notwithstanding the provisions of clause 16.1 above, CITY PARKS AND ZOO shall ensure that human resource policies and employee monitoring schemes and incentive schemes are aligned to the policies of the City in all material respects.

16.3 CITY PARKS AND ZOO shall at all times during the duration of this SDA, develop and maintain a register of all employees employed by it and shall keep, in a separate file for each employee, full details of that employee’s employment contract; conditions of employment; emoluments; benefits; employment history; and such other information as may be necessary to determine the rights and functions of such employee within CITY PARKS.
AND ZOO, and shall permit the Director: Human Resources of the City or any other authorised person to inspect such register and/or such files from time to time.

17. USER FORUM

17.1 CITY PARKS AND ZOO shall establish a User Forum consisting of End Users and stakeholders in the sector within which CITY PARKS AND ZOO operates.

17.2 The User Forum shall have a constitution which makes provision for meetings of the forum and shall meet at least three times per annum for purposes of making submissions to CITY PARKS AND ZOO regarding the improvement of the Services.

17.3 CITY PARKS AND ZOO shall at the meetings of its Board consider any reasonable submission by the User Forum dealing with complaints by End Users regarding service levels, the role of the Local Community, the enhancement of facilities or suggestions for the improvement of the Services.

18. CUSTOMER CHARTER

18.1 CITY PARKS AND ZOO shall prepare and submit to the City a Customer Charter for approval which, in compliance with industry standards and norms and any applicable Regulatory Provisions, shall:
18.1.1 if it incorporates a customer relations and customer management system shall (where applicable), function in a manner aligned with and complementary to the City’s R & CRM Department; and

18.1.2 set out the rights and responsibilities of End Users in relation to the provision of the Services and generally describe the relationship between CITY PARKS AND ZOO and End Users.

18.2 Once the Customer Charter has been approved by the City, CITY PARKS AND ZOO shall in its dealings with End Users act in accordance with the Customer Charter.

19. SOCIO-ECONOMIC DEVELOPMENT PLAN

19.1 CITY PARKS AND ZOO shall in each Business Plan submitted for approval, prepare and submit to the City for approval, a socio-economic development plan which shall:

19.1.1 be prepared after consultation with and having due regard to the needs of the Local Community in the Service Area and views of the User Forum (where applicable);

19.1.2 include proposals regarding appropriate Service Levels for the poor and disadvantaged sections of the Local Community unable to afford the Services; and

19.1.3 endeavour to achieve an appropriate standard over time in the provision of the Services throughout the Service Area and in the interests of the Local Community as a whole.
20. SAFETY, HEALTH AND ENVIRONMENTAL POLICIES

20.1 CITY PARKS AND ZOO shall render the Services in compliance with all applicable legislation (including, without limitation), all environmental and health and safety legislation, and in such a manner as is least harmful to the environment and human health, and shall, at its own cost, prevent, at least to the extent required by law, any pollution to the environment or risk to human health.

20.2 CITY PARKS AND ZOO indemnifies and holds the City harmless against any claims that may be brought against the City in connection with pollution of soil, water and air, human health or the environment in general caused by CITY PARKS AND ZOO, its employees or contractors in the rendering of the Services.

20.3 Since the City and CITY PARKS AND ZOO are jointly liable through the City's insurance arrangements for claims arising from pollution of soil, water and air, human health or the environment in general caused by CITY PARKS AND ZOO, its employees or contractors in the rendering of the Services, CITY PARKS AND ZOO shall ensure that it acts in a reasonable manner to ensure that such losses are mitigated.

20.4 CITY PARKS AND ZOO shall comply with the provisions and requirements of all statutory notices that are served on it by the City and its various departments, especially the law enforcement agencies of the City and any other competent authority.
20.5 CITY PARKS AND ZOO shall be obliged to acknowledge receipt of and respond in writing to any statutory notices served on it by the City in this context, and give reasons when it is not possible to comply, as well as submitting action plans and time-frames for bringing about compliance where appropriate.

21. WARRANTIES

21.1 The City warrants in favour of CITY PARKS AND ZOO that:

21.1.1 this Agreement has been duly authorised and executed by the City;

21.1.2 the execution of this Agreement does not violate any judgement or order of any court, Competent Authority or arbitrator of competent jurisdiction applicable in relation to the City or the existing assets of the City or the Assets;

21.1.3 it has the exclusive authority to provide the Services in the Service Area and is fully authorised and entitled to contract with CITY PARKS AND ZOO to do so on its behalf on the basis set out in this Agreement;

21.1.4 it has the legal capacity and authority to appoint CITY PARKS AND ZOO as a services provider in terms of the Systems Act on the basis set out in this Agreement.

21.2 CITY PARKS AND ZOO warrants in favour of the City that:
21.2.1 no steps will have been taken and CITY PARKS AND ZOO is not aware of any steps pending or threatened against CITY PARKS AND ZOO for its de-registration in terms of the Companies Act;

21.2.2 the execution of this Agreement does not violate any judgment or order of any court, Competent Authority or arbitrator of competent jurisdiction in relation to CITY PARKS AND ZOO or the Assets of CITY PARKS AND ZOO; and

21.2.3 CITY PARKS AND ZOO is able, entitled and authorised, as may be necessary, validly and effectively to enter into this Agreement and to supply the Services as contemplated herein in accordance with the provisions of this Agreement.

21.3 It is expressly agreed between the Parties that each warranty given by them in this Agreement is material to this Agreement and has induced them to conclude this Agreement.

21.4 No warranties or representations which are not set forth in this Agreement shall be binding on either Party.

21.5 The provisions of this clause 24 shall survive the termination of this Agreement.

22. INDEMNITIES

22.1 CITY PARKS AND ZOO shall:
22.1.1 at its own expense and with effect from the Effective Date, take all reasonable precautions for the protection of life and property or in any way connected with the whole or any part of the asset;

22.1.2 comply with the City's insurance policies requirements in respect of premiums, insurance claims and/or resultant recoveries arising out of this Agreement or at law in respect of injury to or death of any person or loss of or damage to any person or property occurring after the Effective Date but prior to the termination of this Agreement;

22.1.3 report all serious accidents involving it to the City's office of the Executive Director: Group Risk & Assurance Department within 24 (twenty four) hours of becoming aware of their occurrence;

22.1.4 subject to the other provisions of this Agreement, be obliged to comply and assist with requests for documentation in support of any insurable claim instituted against the City arising from or attributable to CITY PARKS AND ZOO in respect of the provision of the Services or the operation and maintenance of the assets unless such injury, death, loss or damage was caused by any act or omission of the City or any of its agents employees, subcontractors, consultants, or representatives or other third Parties for whom the City is liable in law or under this Agreement;

22.1.5 as from the Effective Date, be responsible to the City, the Local Community and third Parties for all risks and obligations pertaining to or arising out of the provision of the Services in accordance with this Agreement, and shall be responsible for the payment of any
damages, claims or losses due to any act or omission of CITY PARKS AND ZOO and shall seek the assistance of the Office of the Executive Director: GRAS.

22.1.6 CITY PARKS AND ZOO will be obliged to intervene and shall assume responsibility in respect of any legal proceedings, including arbitration of any nature whatsoever, and whether brought within the Republic of South Africa or elsewhere that is instituted against the City in respect of any acts or omissions of CITY PARKS AND ZOO, or any other subcontractor or any person for whom CITY PARKS AND ZOO may be liable in law in respect of the supply or failure to provide the Services, that may arise after the Effective Date.

22.1.7 The City shall forthwith notify CITY PARKS AND ZOO in writing of any claim made against it in this regard or of any such claim that comes to its knowledge and shall subject to the other provisions of this Agreement and as from the Effective Date, comply with any law, regulation or other applicable provisions issued by any competent authority having jurisdiction over the Services to be provided under this Agreement.

22.1.8 In particular, but without limitation, CITY PARKS AND ZOO hereby holds the City harmless against all losses, claims, demands, proceedings, damages, costs, charges and expenses, including reasonable legal expenses, of whatsoever nature arising from any act or omission of CITY PARKS AND ZOO in relation to payments for all income or other taxes, national insurance contributions or levies of any kind relating to or arising out of the employment of any person by CITY PARKS AND ZOO or as a result of or arising from any
industrial action or related conduct embarked upon by any employee.

22.2 The City shall:

22.2.1 hold CITY PARKS AND ZOO harmless against all losses, claims, demands, proceedings, damages, costs, charges and expenses, including reasonable legal expenses, of whatsoever nature arising out of this Agreement or at law, where such injury, death, loss or damage was caused by any act or omission of the City or any of its employees, sub-contractors, consultants, agents or representatives or other third Parties for whom the City is liable in law or under this Agreement, whether prior to or after the Effective Date.

22.2.2 the City will be obliged to intervene and shall assume responsibility in respect of any such claim arising;

22.2.3 hold CITY PARKS AND ZOO harmless against all losses, claims, demands, proceedings, damages, costs, charges and expenses, including reasonable legal expenses, of whatsoever nature arising from or attributable to the City whether prior to or after the Effective Date in discharging any of its rights or obligations under this Agreement where such injury, death, loss or damage was caused by any act or omission of the City or any of its agents, employees, sub-contractors, consultants, or representatives or other third parties for whom the City is liable in law or under this Agreement and the City will be obliged to intervene in any such claim arising:
22.2.4 In respect of any condition existing prior to the Effective Date of the Sale of Business Agreement which contributes towards a claim, demand, proceeding or damages against CITY PARKS AND ZOO, hold CITY PARKS AND ZOO harmless against such claims, demands, proceedings or damages including reasonable attorney’s fees to the extent of such contribution, provided that such assurance shall not apply in the event of CITY PARKS AND ZOO, despite reasonable opportunity to do so, having failed to rectify such condition.

22.3 Each of the Parties assures the other that it shall not hold the other liable against any claims, demands, proceedings, damages and expenses, including reasonable attorney’s fees, which may arise due to a breach by any Party of the warranties contained in clause 22 hereof.

22.4 No breach by a party of any warranty referred to in clause 22 and no claim against a party under any assurance under clause 23 shall entitle a claimant to make a claim in respect of both such breach of warranty and such assurance where such breach or claim arises out of the same cause of action.

23. INTELLECTUAL PROPERTY INDEMNITY

23.1 In respect of any Assets acquired by CITY PARKS AND ZOO under the Sale of Business Agreement from the City, the City hereby:
23.1.1 authorises and licenses or (where applicable), will endeavour to procure that the relevant third party intellectual property owner will have authorised and licensed and will continue to so authorise and license CITY PARKS AND ZOO to use and to continue to use or apply as from the Effective Date, any and all intellectual property rights of third Parties used or applied by the City in respect of the provision of the Services or the operation and maintenance of the Assets on the same basis as those rights were used or applied as at the effective date of the Sale of Business Agreement;

23.1.2 indemnifies CITY PARKS AND ZOO and undertakes to keep CITY PARKS AND ZOO fully and effectively indemnified against all claims, demands, costs, expenses and liabilities of whatsoever nature arising out of or in connection with the provision of the Services or the operation and maintenance of the Assets by CITY PARKS AND ZOO as from the Effective Date in respect of any intellectual property rights of third Parties;

23.1.3 CITY PARKS AND ZOO hereby indemnifies the City and undertakes to keep the City fully and effectively indemnified against all claims, demands, costs, expenses and liabilities of whatsoever nature arising out of or in connection with the provision of the Services or the operation and maintenance of the Assets by CITY PARKS AND ZOO after the Effective Date in breach (or alleged breach) of any intellectual property rights of third Parties, but specifically excluding the intellectual property rights.
23.2 The indemnities shall extend to all costs and expenses (including reasonable legal expenses on a full indemnity basis) incurred by the Party who has been indemnified ("the indemnified Party") by the other Party ("indemnitor").

23.3 The indemnified Party shall give to the Indemnitor reasonable notice in writing of any claim being made or action threatened or brought against it and shall permit the Indemnitor (at the Indemnitor's expense) to conduct any litigation which may ensue and all negotiations for a settlement of any claim, giving the Indemnitor all reasonable assistance (at the Indemnitor's expense) and the indemnified Party agrees not to make any admission which might be prejudicial thereto.

23.4 The conduct by the indemnitor of any such litigation or negotiations shall be conditional upon its taking over such conduct within a reasonable time after being notified of the claim in question.

23.5 If any claim by a third party based on infringement of its intellectual property rights as aforesaid prevents CITY PARKS AND ZOO from fully conducting its business or any part thereof, CITY PARKS AND ZOO shall forthwith, to the extent possible, replace or modify its intellectual property so that the use of such intellectual property becomes non-infringing or, where possible, obtain a licence to use the relevant intellectual property, and shall compensate the City for the amount of any direct losses or damages sustained or expenses incurred by the City during such replacement or modification.
23.6 To the extent that it is not possible or practical for CITY PARKS AND ZOO to replace or modify any asset, whether corporeal or incorporeal, or any operation, constituting or involved in the use of intellectual property or to obtain a licence as envisaged in clause 23.5, and should CITY PARKS AND ZOO notify the City that, without such replacement or modification, it will not be in a position to fulfil its obligations under this Agreement, the Parties shall negotiate with one another in good faith with a view to amending the provisions of this Agreement to the extent necessary so as to enable CITY PARKS AND ZOO to continue to fulfil its obligations under this Agreement. Should the Parties fail to reach agreement as to the amendments to be effected to this Agreement within 6 (six) months of receipt of the notification from CITY PARKS AND ZOO, the matter shall be resolved as an Operational Dispute.

23.7 Any replacement or modification envisaged in clause 23.5 will be carried out as soon as possible so as to minimize any interruption in CITY PARKS AND ZOO's business operations.

24. COMPLIANCE WITH IRFA GUIDELINES AND NEGOTIATION PROCEDURE

24.1 It is recorded that the Parties are both "municipal organs of state" for the purposes of the IRFA. In conducting their affairs, the Parties must seek to achieve the objectives of IRFA by seeking to prevent intergovernmental disputes from arising when exercising their powers or performing their functions in terms of this Agreement, and where such disputes do arise, by giving effect to the constitutional requirement that organs of state must make every reasonable effort to settle the dispute by means of the mechanisms and procedures provided for that purpose, and must exhaust all other remedies before they approach a court to resolve the dispute.
24.2 Should a deadlock or dispute of whatever nature arise in connection with this Agreement or any rights or obligations of the Parties thereunder, the Party claiming the dispute must inform the other Party in writing within 21 days of the date the dispute is said to have arisen, of the nature of the dispute, and that a dispute has been declared ("Dispute Notice"). A copy of the said Dispute Notice shall simultaneously be served on the City's Disputes Settlement Manager ("DSM"). Within 20 (twenty) Business Days of receipt of the Dispute Notice, the Parties shall meet to attempt to resolve the dispute by informal negotiations in good faith. Such meeting ("Negotiation Meeting") shall take place on 7 (seven) days written notice from either Party, at a venue mutually agreed between them and failing such agreement within 24 (twenty four) hours, at the official premises of the Party giving the Dispute Notice. The Parties shall use their best endeavours to settle the dispute and negotiations shall be conducted in good faith.

24.3 If the Parties are unable to resolve the deadlock or dispute in question within 15 (fifteen) Business Days after the commencement of the Negotiation Meeting or any date to which such Negotiation Meeting has been adjourned (which shall not be more than 30 (thirty) Business Days after the date of the initial Negotiation Meeting), then the deadlock or dispute shall be referred by the DSM on application by either Party, for resolution by mediation.
25. MEDIATION

25.1 Mediation shall be non-binding on the Parties and shall be conducted by a facilitator appointed for this purpose in accordance with the City’s Operational Dispute Resolution Protocol, as determined by the City from time to time.

25.2 The Parties shall act in good faith and shall respond to all reasonable directions and requests of the facilitator in attempting to resolve the matters in dispute.

25.3 Each Party shall bear its own costs save that the costs of the mediator will be shared equally by the Parties and paid on demand.

26. OPERATIONAL DISPUTE RESOLUTION

26.1 All the City’s disputes and/or matters referred for resolution by the DSM shall be dealt with in accordance with the City’s Operational Dispute Resolution Protocol, as determined by the City from time to time.

26.2 Where both Parties to the Operational Dispute accept the Adjudicator’s Recommendation, upon such written acceptance the Adjudicator’s Recommendation shall become final and binding upon them.
27. THE TERMINATION PROCESS

The termination of this Agreement is initiated by notice of cancellation given by the City in circumstances where it is entitled to give such notice in terms of this Agreement pursuant to clauses 28.2.2, 28.2.3 or 31. Notwithstanding the giving of notice of cancellation, this Agreement shall only terminate following implementation of the transitional provisions contemplated in clause 34.

28. BREACH AND CONSEQUENCES THEREOF

28.1 An event of default by CITY PARKS AND ZOO shall occur if:

28.1.1 CITY PARKS AND ZOO breaches any of its obligations in terms of this Agreement and persists with such breach for a period of 14 (fourteen) Business Days after delivery by the City of written notice requiring CITY PARKS AND ZOO to remedy such breach; or

28.1.2 CITY PARKS AND ZOO commits an act which is or would (if committed by a natural person) be an act of insolvency as defined in the Insolvency Act No. 24 of 1936 (as amended) or an act defined in terms of the Companies Act;

28.1.3 CITY PARKS AND ZOO is unable or ceases for any reason whatsoever to provide the Services in the ordinary and regular manner; or

28.1.4 CITY PARKS AND ZOO compromises or attempts to compromise or defer payment of any indebtedness owing by it to its creditors, generally; or
28.1.5 any assets of CITY PARKS AND ZOO are attached under writ of execution and CITY PARKS AND ZOO fails within 15 (fifteen) Business Days after becoming aware, or after it should reasonably have become aware, of such attachment, to take the necessary steps to have such attachment set aside and thereafter to successfully pursue such steps with due diligence; or

28.1.6 CITY PARKS AND ZOO is removed from the Register of Companies or placed under judicial management; or

28.1.7 CITY PARKS AND ZOO sells, transfers, exchanges or otherwise disposes of, in any one transaction or a series of related transactions, a material portion of its business or undertaking or changes its asset structure, except in the normal course of its business; or

28.1.8 CITY PARKS AND ZOO sells, transfers, exchanges or otherwise disposes of, in any one transaction or a series of related transactions more than 5% (five percent) of its Assets other than in accordance with the Municipal Asset Transfer Regulations; or

28.1.9 CITY PARKS AND ZOO allows any bond, lien, charge or encumbrance on any of its assets other than in accordance with its Business Plan and/or the Municipal Asset Transfer Regulations; or

28.1.10 any order of court (whether provisional or final), unless pursuant to a reorganisation, reconstruction or amalgamation approved in writing by the City, is granted for the winding up of CITY PARKS AND ZOO (whether voluntarily or compulsorily); or
28.1.11 any judgment of any court or arbitration award against CITY PARKS AND ZOO remains unsatisfied for a period of 30 (thirty) Business Days after CITY PARKS AND ZOO has become aware, or should reasonably have become aware, that it has been granted and such judgment or arbitration award is not the subject of an application for rescission or review or is not appealed against and, in the event of such application, review or appeal being unsuccessful, CITY PARKS AND ZOO fails to immediately make payment thereof; or

28.1.12 a judicial manager, receiver or similar officer is appointed in respect of CITY PARKS AND ZOO or in respect of all or any material part of its assets; or

28.1.13 any regulatory authority which has jurisdiction over CITY PARKS AND ZOO and the Services provided by it, withdraws or cancels any license or authorisation in terms of which CITY PARKS AND ZOO is entitled to render the Services, save to the extent that the withdrawal or cancellation is not caused by the negligence or failure of CITY PARKS AND ZOO to comply with any conditions set out therein; or

28.1.14 following an annual performance review, the performance of CITY PARKS AND ZOO has, measured against the performance objectives and measurement standards contemplated in clauses 10 and 10.5.3 of this Agreement, been unsatisfactory whether or not the City elects to liquidate and disestablish CITY PARKS AND ZOO pursuant to Section 93B(c)(i) of the Systems Act; and
28.1.15 the Board of CITY PARKS AND ZOO has failed to act effectively in relation to serious or persistent financial problems experienced by CITY PARKS AND ZOO, whether or not the City elects to impose a financial recovery plan, liquidate and disestablish CITY PARKS AND ZOO as contemplated in Section 93B(c)(ii) of the Systems Act and section 109 of the MFMA.

28.2 Upon the occurrence of an event of default by CITY PARKS AND ZOO as contemplated above, or at any time thereafter whilst it is continuing, the City may, without prejudice to any other rights it may have in terms of this Agreement or at law, by written notice to CITY PARKS AND ZOO:

28.2.1 claim specific performance (without cancelling this Agreement and without prejudice to its right to claim damages); or

28.2.2 cancel this Agreement (without prejudice to its right to claim damages); or

28.2.3 without cancelling this Agreement, exercise the management substitution rights referred to in clause 29, without prejudice to the right of the City to elect to cancel this Agreement if the exercise of the said management substitution right does not have the effect (in the sole discretion of the City), of remedying the event of default originally giving rise to the City exercising its rights pursuant to this clause 28.2.3.

28.3 An event of default by the City shall occur if:
28.3.1 the City breaches any of its obligations in terms of this Agreement and persists with such breach for a period of 14 (fourteen) Business Days after delivery by CITY PARKS AND ZOO of written notice requiring it to remedy such breach; and/or

28.3.2 the City fails to pay any amount due by it in terms of this Agreement on the due date for payment thereof and the City persists in such failure to pay for a period of 14 (fourteen) Business Days after delivery by CITY PARKS AND ZOO to the City of written notice requiring it to pay such amounts.

28.4 Upon the occurrence of an event of default by the City or at any time thereafter whilst it is continuing and provided that if the breach is capable of being remedied CITY PARKS AND ZOO has been given 21 (twenty one) Business Days written notice to cure such breach, CITY PARKS AND ZOO may, without prejudice to any other rights it may have in terms of this Agreement or at law, by written notice to the City, claim specific performance or claim damages. In no event shall CITY PARKS AND ZOO have the right to cancel this Agreement as a result of events of default set out in clause 28.3 above.

29. SUBSTITUTION OF MANAGEMENT

29.1 It is recorded that:

29.1.1 the provision of the Services by CITY PARKS AND ZOO represents the long-term policy of the City and a reversal of this policy may interrupt the provision of the Services;
29.1.2 under the extreme circumstances that would justify termination of this Agreement, the City may consider requiring the substitution of all or a portion of the management of CITY PARKS AND ZOO as an appropriate alternative to termination of this Agreement if at any time, and objectively considered, it is apparent that CITY PARKS AND ZOO is unable to continue performing its functions under this SDA due to the actions or omissions of the management (or portion(s) thereof) of CITY PARKS AND ZOO whom the City wishes to substitute, and failure to take precipitate action is likely to lead to a service delivery crisis or cause an emergency situation to arise. Except in circumstances where the City is able to show that a crisis or emergency situation exists or is imminent, the City shall give CITY PARKS AND ZOO at least 60 (sixty) days' notice in writing before invoking the provisions of this clause.

29.1.3 The Parties have accordingly agreed that the City shall have the right to require the Board of CITY PARKS AND ZOO to substitute the management of CITY PARKS AND ZOO in order to preserve this Agreement in accordance with the provisions of this clause.

29.2 Should any event of default contemplated in clause 28.1 occur, the City may, instead of exercising its right to cancel this Agreement, call upon the Board of CITY PARKS AND ZOO to make one or more substitutions of management in terms of this clause 29 without having to give any notice.

29.3 The City shall exercise its right in terms of clause 29.2 by delivering a substitution notice in writing to the chairperson of the Board of CITY PARKS AND ZOO, which substitution notice will specify the terms and conditions of the substitution/s required, including an implementation
date, and may require the substitution of senior management in its entirety or specify individuals for substitution, and may be of limited duration, or permanent.

29.4 Should the Board of CITY PARKS AND ZOO intimate directly or indirectly that it is not prepared to or is unable to implement the management changes required by the City, the City may forthwith exercise any right that has accrued to it to cancel this Agreement pursuant to clause 28.1.

29.5 The right to require substitution of management in terms of this clause 36.5 is a right that may be exercised by the City as a contracting Party with CITY PARKS AND ZOO and CITY PARKS AND ZOO shall be responsible for (and indemnifies the City against) any employment law consequences that may ensue within the management structure of CITY PARKS AND ZOO if it transpires that, objectively considered, the intervention of the City in terms of this clause was justified in the circumstances. If it subsequently transpires that such intervention by the City was objectively not justified in terms of the provisions of this clause or in bad faith, the City shall not be entitled to the aforesaid indemnification and CITY PARKS AND ZOO shall be entitled to recover from the City any damages suffered by it arising out of such employment law consequences.

29.6 CITY PARKS AND ZOO shall ensure that all things required to implement the substitution notice are done and shall ensure that any member of management of CITY PARKS AND ZOO substituted in terms of the foregoing shall comply with the terms of the substitution notice referred to in clause 29.2, and will, if required to, assist in the process of substitution on the basis set out in the substitution notice.
29.7 Any person appointed in substitution for CITY PARKS AND ZOO Accounting Officer in terms of this clause 29 must be appointed by the Board of CITY PARKS AND ZOO but the City may by agreement with the Board of CITY PARKS AND ZOO, and subject to clause 29.8, second any of its employees to undertake management roles within CITY PARKS AND ZOO pursuant to the substitution provisions of this clause 29, on a temporary basis until such time as the board of CITY PARKS AND ZOO is in a position to make a permanent substitute appointment.

29.8 In the absence of agreement to the contrary, any management substitution effected in terms of clause 29.2 on a permanent basis must have been confirmed by the Board of CITY PARKS AND ZOO within 12 (twelve) months of delivery of the relevant substitution notice referred to in clause 29.3, and CITY PARKS AND ZOO must within such period have entered into a formal contract of employment with the relevant substituted employee/s, failing which the City may elect to proceed with cancellation of this Agreement.

30. **EFFECT OF NOTICE OF CANCELLATION – TERMINATION PROCESS**

The Parties acknowledge that it is the duty of the City to ensure as far as is reasonably possible uninterrupted delivery of the Services in the best interests of the Local Community. The Parties have accordingly agreed as follows:

30.1 Once notice of cancellation has been given in terms of this Agreement:
30.1.1 this Agreement shall not terminate until the date of termination and
the Parties have negotiated a transitional process which shall be
designed to achieve termination whilst maintaining uninterrupted
delivery of the Services to the Local Community;

30.1.2 CITY PARKS AND ZOO shall continue to provide the Services in terms
of this Agreement pending the date referred to in clause 30.1.4;

30.1.3 the City shall during such transition period have the option of
purchasing from CITY PARKS AND ZOO the Assets only or the entire
business conducted by CITY PARKS AND ZOO as a going concern
("CITY PARKS AND ZOO Going Concern") for delivery either to the
City or to an alternative CITY PARKS AND ZOO nominated by the
City, in the City’s discretion; and

30.1.4 this Agreement shall terminate on a date or on the occurrence of an
event agreed between the Parties, or if no such date or event is
agreed between the Parties, upon the earliest of:

30.1.4.1 the City having received delivery of the Assets,
alternatively, CITY PARKS AND ZOO Going Concern
pursuant to the City having elected to exercise the option
referred to in clause 30.1.3; or

30.1.4.2 an alternative CITY PARKS AND ZOO appointed by the City
having received delivery of the Assets, alternatively, CITY
PARKS AND ZOO Going Concern as the nominee of the City
pursuant to clause 30.1.3; and
30.1.4.3 compliance with the requirements of clause 30.2; and

in, any such event, the City or its nominee CITY PARKS AND ZOO has confirmed in writing that it is in a position to commence provision of the Services itself.

30.2 In the event of the City electing to purchase the Assets:

30.2.1 CITY PARKS AND ZOO shall on receipt of the written notice exercising the City’s option, be deemed to have offered to sell the Assets to the City or a CITY PARKS AND ZOO designated by the City (in either instance “the Buyer”), and the Buyer shall be deemed to have accepted such offer;

30.2.2 the purchase price of the Assets (and any accretions thereto) shall be determined by the Auditors. If either Party does not accept the determination of the Auditors, it may refer the matter for determination by an independent firm of auditors having international representation, who shall be appointed by the chairman for the time being of the SA Institute of Chartered Accounts (“SAICA”), and who shall make its determination acting as an expert and not as an arbitrator, and the costs of such determination shall be borne by the party whose challenge is substantially unsuccessful;
30.2.3 if the Assets are purchased by the City, the purchase price of the Assets (and any accretions thereto), together with VAT thereon, shall be discharged by set-off against any loan account in favour of the City in the books of account of CITY PARKS AND ZOO, if such loan account is sufficient to discharge the purchase price, or if insufficient, by set off and by way of a cash or other agreed settlement;

30.2.4 if the Assets are purchased by a third party CITY PARKS AND ZOO nominated by the City, the purchase price shall be discharged by whatever mechanism is agreed between CITY PARKS AND ZOO and the third Party CITY PARKS AND ZOO with the approval of the City, and the purchase price shall be utilised by CITY PARKS AND ZOO towards settling the loan account in favour of the City in the books of account of CITY PARKS AND ZOO;

30.2.5 against payment of the purchase price of the Assets determined in terms of clause 30.2.2, CITY PARKS AND ZOO shall deliver the Assets (and any accretions thereto) to the Buyer by placing the Buyer in possession thereof and ownership of the Assets (and accretions thereto), and all risk in and benefit to the Assets (and accretions thereto), shall thereupon pass to the Buyer;

30.2.6 CITY PARKS AND ZOO shall sign all such documents and do all such things as may be necessary or desirable to enable the Assets (and accretions thereto) which are capable of registration to be registered in the name of the Buyer; and
30.2.7 CITY PARKS AND ZOO shall be required to make arrangements for the transfer of contracts of employment to the Buyer in relation to those employees who, in the reasonable opinion of CITY PARKS AND ZOO, are required to ensure the continuity of the supply of the Services, provided that such employees consent to the transfer of their contracts of employment to the Buyer. The Buyer shall be obliged to employ the above-mentioned employees.

30.3 In the event of the City (or the City's nominee) electing to purchase CITY PARKS AND ZOO Going Concern:

30.3.1 CITY PARKS AND ZOO shall on receipt of the written notice exercising the City's option, be deemed to have offered to sell CITY PARKS AND ZOO Going Concern to the City or a CITY PARKS AND ZOO designated by the City (in either instance "the Buyer") as a going concern, and the Buyer shall be deemed to have accepted such offer on the terms and conditions specified hereunder;

30.3.2 the purchase price of CITY PARKS AND ZOO Going Concern shall be the net asset value of the business, as determined by the Auditors of CITY PARKS AND ZOO, together with VAT at the applicable rate (it being recorded that such transactions are currently zero-rated);

30.3.3 if either of the Parties does not accept the determination of the Auditors it may refer the matter for expert determination mutatis mutandis on the basis contemplated in clause 30.2.2;
30.3.4 if CITY PARKS AND ZOO Going Concern is purchased by the City, the purchase price of CITY PARKS AND ZOO Going Concern shall be discharged by set-off against any loan account in favour of the City in the books of account of CITY PARKS AND ZOO, if such loan account is sufficient to discharge the purchase price, or if insufficient, by set off and by way of a cash or other agreed settlement;

30.3.5 if CITY PARKS AND ZOO Going Concern is purchased by a third party CITY PARKS AND ZOO nominated by the City, the purchase price shall be discharged by whatever mechanism is agreed between CITY PARKS AND ZOO and the third Party CITY PARKS AND ZOO with the approval of the City, and the purchase price shall be utilised by CITY PARKS AND ZOO towards settling the loan account in favour of the City in the books of account of CITY PARKS AND ZOO;

30.3.6 against discharge of the purchase price of CITY PARKS AND ZOO Going Concern, CITY PARKS AND ZOO shall deliver CITY PARKS AND ZOO Going Concern to the Buyer;

30.3.7 CITY PARKS AND ZOO shall sign all documents and do all things as may be necessary or desirable to enable the Assets which are capable of registration to be registered in the name of the Buyer; and

30.3.8 contracts of employment shall be transferred from CITY PARKS AND ZOO to the Buyer in accordance with section 197 of the Labour Relations Act 66 of 1995.
30.4 On the sale either of the Assets or CITY PARKS AND ZOO Going Concern, 
CITY PARKS AND ZOO shall, subject to compliance with any Regulatory 
Provisions and the consent of any licensing authority having jurisdiction, 
assign any permits or authorities held by it on the date of termination of 
this Agreement to the Buyer, and generally facilitate the implementation 
of this Agreement and the achievement of its intent and purpose.

30.5 In respect of employees whose contracts of employment are to be 
transferred to the Buyer:

30.5.1 CITY PARKS AND ZOO shall be responsible for and shall discharge all 
obligations in respect of all payments and amounts accrued to such 
employees arising out of their employment with CITY PARKS AND 
ZOO prior to the date of transfer and shall indemnify and hold the 
City and the Buyer harmless in respect of all such obligations;

30.5.2 CITY PARKS AND ZOO shall be liable for and indemnify and hold the 
City and the Buyer harmless in respect of all claims in respect of 
such employees which claims accrued on or after the Effective Date 
but prior to the date of transfer or which arose by reason of the 
transfer;

30.5.3 any debt or liability arising from or connected to the employment by 
the Buyer of such employees after the date of transfer will be the 
exclusive responsibility of the Buyer;
30.5.4 any obligation on CITY PARKS AND ZOO to make contributions to any pension, provident, retirement or medical aid or health care funds of which such employees are members at the date of transfer will with effect from the date of transfer become the obligation of the Buyer, and the Buyer shall indemnify and hold the City (if applicable) and CITY PARKS AND ZOO harmless in respect of all such claims, costs and expenses.

31. MUTUAL CO-OPERATION

The Parties may consult from time to time with regard to any assistance or advice which either Party may require in connection with any of its obligations in terms of this Agreement. The City shall further timeously provide CITY PARKS AND ZOO with such information as it may reasonably require to enable it to comply with any of CITY PARKS AND ZOO's obligations in terms of this Agreement.

32. CONFIDENTIALITY

32.1 Each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:

32.1.1 the provisions of this Agreement;

32.1.2 the negotiations relating to this Agreement;

32.1.3 the subject matter of this Agreement; and/or
32.1.4 the other Party.

32.2 A Party may disclose information which would otherwise be confidential if and to the extent:

32.2.1 required by law;

32.2.2 required to vest the full benefit of this Agreement in either Party;

32.2.3 disclosed to the professional advisers, auditors and bankers of each Party;

32.2.4 the information has come into the public domain through no fault of that Party;

32.2.5 the other Party has given prior written approval to the disclosure, such approval not to be unreasonably withheld or delayed;

provided that any information so disclosed shall be disclosed only after notification to the other Party.

33. DOMICILIA AND NOTICES

33.1 All notices to be given in connection with this Agreement shall be in writing and shall be delivered by hand, transmitted by facsimile or sent by prepaid registered post:
The City Manager:
Metropolitan Centre
158 Loveday Street
Braamfontein
Johannesburg
telefax no: 011 403 1012
marked for the attention of: The City Manager

CITY PARKS AND ZOO at:
Managing Director / Chief Executive Officer
Johannesburg City Parks and Zoo NPC (RF)
City Parks House
40 De Korte Street
Braamfontein
telefax no: 011 712-6600
marked for the attention of: The Managing Director

33.2 A notice shall be deemed to have been received.

33.2.1 14 (fourteen) days after posting, if posted by registered post to the Party’s address in terms of clause 33.1;

33.2.2 on delivery, if delivered to a responsible person during normal business hours at the Party’s physical address in terms of clause 33.1;

33.2.3 on despatch, if sent to the Party’s then telefax number and such transmission is independently confirmed.

33.3 Notwithstanding the foregoing a written communication actually received by a Party shall be deemed to have been received by such Party notwithstanding that it was not sent to or delivered at such Party’s chosen domicilium.
34. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with herein. There are no terms, conditions or warranties, express or implied, other than those contained in this Agreement and there have been no prior representations made by the Parties or any agent or other person purporting to act for the Parties shall be of any force or effect if not set out herein.

35. VARIATION, CANCELLATION OR WAIVER

No variation of the terms of this Agreement, or consensual cancellation of this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

36. SEVERABILITY

If any of the provisions of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity of the remainder of the provisions of this Agreement which shall remain effective and be interpreted as if any such unenforceable provision/s were not a part of this Agreement, unless the effect of such severance renders the rest of the agreement unworkable.
37. APPLICABLE LAW

This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa, provided that in the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as interpreted and applied in the Gauteng Province shall prevail.

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 21 FEBRUARY 2014

As Witnesses:

1. 

2. 

CITY MANAGER

who warrants that he is duly authorised
For and on behalf of
CITY OF JOHANNESBURG
METROPOLITAN MUNICIPALITY
(Herein referred to as "the City")
Thus done and signed at Johannesburg on this the 21 February 2014

As Witnesses:
1. 
2. 

Chairperson of the Board
who warrants that he or she is duly authorised
For and on behalf of
JOHANNESBURG CITY PARKS AND ZOO
NPC (RF)
(Herein referred to as "CITY PARKS AND ZOO")
## ANNEXURE A: SERVICES

**Operational Plan - day-to-day activities**

<table>
<thead>
<tr>
<th>Day to Day operations</th>
<th>Projects</th>
<th>Key Project Performance Indicators</th>
<th>Measurement unit</th>
<th>Baseline</th>
<th>2014/15 Performance Target</th>
<th>Cumulative performance targets (Tangible, measurable targets that fulfil requirements of being SMART)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Quarter 1</td>
<td>Quarter 2</td>
</tr>
<tr>
<td>Greening</td>
<td>Planting of Trees</td>
<td>1) Number of Trees planted</td>
<td>Trees</td>
<td>10 000 trees</td>
<td>16 000 trees (6 000 Fruit Trees)</td>
<td>4 000 trees</td>
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<tr>
<td>Conservation areas</td>
<td>Conservation areas maintenance</td>
<td>2) Number of maintenance cycles done at JBG and The Wilds</td>
<td>cycles</td>
<td>16 cycles</td>
<td>12 cycles</td>
<td>3 cycles</td>
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<tr>
<td>maintenance</td>
<td>maintenance</td>
<td>3) Number of maintenance cycles done for all nature reserves</td>
<td>cycles</td>
<td>12 cycles</td>
<td>12 cycles</td>
<td>3 cycles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4) Number of firebreaks conducted</td>
<td>cycles</td>
<td>6 cycles</td>
<td>1 cycle</td>
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<tr>
<td>Day to Day operations</td>
<td>Projects</td>
<td>Key Project Performance Indicators</td>
<td>Measurement unit</td>
<td>Baseline</td>
<td>2014/15 Performance Target</td>
<td>Cumulative performance targets</td>
</tr>
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<td>--------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5) Number of maintenance cycles done for ridges, koppies and bird sanctuaries</td>
<td>cycles</td>
<td>12 cycles</td>
<td>12 cycles</td>
<td>Quarter1: 3 cycles, Quarter2: 6 cycles, Quarter3: 9 cycles, Quarter4: 12 cycles</td>
</tr>
<tr>
<td></td>
<td>Conservation areas maintenance</td>
<td>6) Number of wetlands rehabilitated</td>
<td>number</td>
<td>5 wetlands</td>
<td>4 wetlands</td>
<td></td>
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<tr>
<td></td>
<td>Conservation areas maintenance</td>
<td>7) Number of areas reeds controlled</td>
<td>areas</td>
<td>4 areas</td>
<td>4 areas</td>
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<tr>
<td></td>
<td>Conservation areas maintenance</td>
<td>8) Number of hectares of river trails cleaned/rehabilitated</td>
<td>ha</td>
<td>216ha</td>
<td>216ha</td>
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<tr>
<td></td>
<td></td>
<td>9) Number of areas alien invasive plants from water bodies (mainly water lilies and</td>
<td>areas</td>
<td>5 areas</td>
<td>4 areas</td>
<td></td>
</tr>
<tr>
<td>Day to Day operations</td>
<td>Projects</td>
<td>Key Project Performance Indicators</td>
<td>Measurement unit</td>
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<td>Cumulative performance targets (Tangible, measurable targets that fulfill requirements of being SMART)</td>
</tr>
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</tbody>
</table>
|                       | hyacinth | 10) Number of hectares cleaned from alien vegetation | ha               | 1,408 ha | 1,402 ha                 | Quarter1: 352 ha  
Quarter2: 704 ha  
Quarter3: 1,056 ha  
Quarter4: 1,402 ha |
<p>| Horticulture maintenance | Horticulture maintenance |                          |                  |          |                          |                                                                                           |
| Parks maintenance     | Number of maintenance cycles | 11) Flagship cycles | 7 days cycle   | 7 days cycle | 7 days cycle | 7 days cycle | 7 days cycle | 7 days cycle |
|                       |          | 12) Developed Park cycles | 21 days cycle   | 30 days cycle | 30 days cycle | 30 days cycle | 30 days cycle | 30 days cycle |
|                       |          | 13) Undeveloped Park cycles | 60 days cycle   | 60 days cycle | 60 days cycle | 60 days cycle | 60 days cycle | 60 days cycle |
|                       |          | 14) Informal Settlement cycles | 60 days cycle   | 60 days cycle | 60 days cycle | 60 days cycle | 60 days cycle | 60 days cycle |
|                       |          | 15) Public Open Spaces (Non Designated) cycles | 90 days cycle   | 120 days cycle | As per season cycle | As per season cycle | As per season cycle | As per season cycle |
|                       |          | 16) Landscape Islands and town entrance cycles | 14 days cycle   | 14 days cycle | 14 days cycle | 14 days cycle | 14 days cycle | 14 days cycle |
|                       |          | 17) Maintenance cycles | 14 days cycle   | 14 days cycle | 14 days cycle | 14 days cycle | 14 days cycle | 14 days cycle |</p>
<table>
<thead>
<tr>
<th>Day to Day operations</th>
<th>Projects</th>
<th>Key Project Performance Indicators</th>
<th>Measurement unit</th>
<th>Baseline</th>
<th>2014/15 Performance Target</th>
<th>Cumulative performance targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>maintenance</td>
<td></td>
<td>of active cemeteries</td>
<td>New KPI</td>
<td>30 day cycle</td>
<td>60 day cycle</td>
<td>As per season cycle, As per season cycle, As per season cycle, As per season cycle</td>
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<tr>
<td></td>
<td></td>
<td>18) Maintenance of passive cemeteries</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Zoo</td>
<td>Maintenance</td>
<td>19) Zoo Maintenance</td>
<td>New KPI</td>
<td>7 days cycle</td>
<td>7 days cycle</td>
<td>7 days cycle, 7 days cycle, 7 days cycle, 7 days cycle</td>
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<tr>
<td>Animal husbandry</td>
<td>Veterinary Services</td>
<td>20) Ensure Pest Control and Hygiene Performed on a weekly basis</td>
<td>Number</td>
<td>1 pest control per week as per schedule</td>
<td>1 pest control bi-weekly as per schedule</td>
<td>1 pest control bi-weekly as per schedule, 1 pest control bi-weekly as per schedule, 1 pest control bi-weekly as per schedule, 1 pest control bi-weekly as per schedule</td>
</tr>
<tr>
<td>Animal husbandry</td>
<td></td>
<td>21) Percentage adherence to Husbandry Practices (Standing Orders) for each Keepers enclosures according to set criteria and are checked and evaluated by their relevant Curators</td>
<td>Percentage</td>
<td>100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily)</td>
<td>100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily)</td>
<td>100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily), 100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily), 100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily), 100% adherence that each Keepers enclosures are checked and signed for by Curators on a daily basis (Cleaning daily)</td>
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<tr>
<td>Day to Day operations</td>
<td>Projects</td>
<td>Key Project Performance Indicators</td>
<td>Measurement unit</td>
<td>Baseline</td>
<td>2014/15 Performance Target</td>
<td>Cumulative performance targets (Tangible, measurable targets that fulfill requirements of being SMART)</td>
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<td>against enclosure requirements (Cleaning daily)</td>
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<td></td>
<td></td>
<td>Quarter 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Animal husbandry Animal husbandry</td>
<td>Percentage</td>
<td>100%</td>
<td>100% Accurate feeding of all species according to Keepers Checklist</td>
<td>Quarter 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Baseline</td>
<td></td>
<td>Quarter 3</td>
</tr>
<tr>
<td></td>
<td>Veterinary Services</td>
<td>23)Number of Disease / injury preventative medical interventions</td>
<td>Number</td>
<td>20</td>
<td>20 Preventative medical interventions</td>
<td>Quarter 4</td>
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<td></td>
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<td></td>
<td>Baseline</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>24)Number of Routine vaccinations and deworming of species carried out</td>
<td>Number</td>
<td>40 species</td>
<td>40 species per annum</td>
<td>10 species per annum</td>
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<td></td>
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<td></td>
<td></td>
<td>Baseline</td>
<td></td>
<td>20 species per annum</td>
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<td></td>
<td></td>
<td>30 species per annum</td>
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<td>40 species per annum</td>
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<td>Projects</td>
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<td>Cumulative performance targets</td>
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<tr>
<td></td>
<td></td>
<td>25) Number of Species Environmental Enrichment projects</td>
<td>Number</td>
<td>20 Behavioural Enrichment projects</td>
<td>5 Behavioural Enrichment Projects conducted, implemented and assessed per quarter</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 Behavioural Enrichment Projects conducted, implemented and assessed per quarter</td>
<td></td>
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<td></td>
<td></td>
<td>5 Behavioural Enrichment Projects conducted, implemented and assessed per quarter</td>
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<td></td>
<td></td>
<td></td>
<td>5 Behavioural Enrichment Projects conducted, implemented and assessed per quarter</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE B: SERVICE LEVELS

JOHANNESBURG CITY PARKS AND ZOO NPC (RF)

In relation to the PIPs

<table>
<thead>
<tr>
<th>Key Priority</th>
<th>Long term impact (Joburg 2040 related output)</th>
<th>IDP programme</th>
<th>Key Performance Indicator</th>
<th>Target (2013/16)</th>
<th>Measurement Unit</th>
<th>Baseline (2006/11)</th>
<th>Target 2013/14 financial year</th>
<th>Target 2014/15 financial year</th>
<th>Target 2015/16 financial year</th>
<th>2014/15 Budget (per programme)</th>
<th>2014/15 target (Tangible, measurable targets that fulfil requirements of being SMART)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial sustainability</td>
<td>Financial and administratively sustainable and resilient city</td>
<td>New Revenue sources</td>
<td>2) Rand Value of revenue generating /</td>
<td>R273m</td>
<td>Rand Value</td>
<td>N/A</td>
<td>R86M</td>
<td>R91m</td>
<td>R96m</td>
<td>N/a</td>
<td>R39m</td>
</tr>
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</table>

Joburg 2040 outcome: A high performing metropolitan government that pro-actively contributes to and builds a sustainable, socially inclusive, locally integrated and globally competitive Gauteng city region.
<table>
<thead>
<tr>
<th>Key Priority (Joburg 2040 related output)</th>
<th>Long term impact</th>
<th>IDP programme</th>
<th>Key Performance Indicator</th>
<th>Target (2013/14 financial year)</th>
<th>Measurment Unit</th>
<th>Baseline (2006/11)</th>
<th>Target 2014/15 financial year</th>
<th>Target 2015/16 financial year</th>
<th>2014/15 Budget (per programme)</th>
<th>2014/15 target requirements of being SMART</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture &amp; Food Security</td>
<td>Food security</td>
<td>N/a</td>
<td>Number</td>
<td>2 Food Gardens</td>
<td>N/a</td>
<td>Number</td>
<td>Food Gardens in 2 areas</td>
<td>Food Gardens in 2 areas</td>
<td>R10m</td>
<td>Tangible, measurable targets that fulfill</td>
</tr>
<tr>
<td></td>
<td>that is both</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>requirements of being SMART</td>
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<tr>
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<td>improved and</td>
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<tr>
<td></td>
<td>safeguarded</td>
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</tr>
</tbody>
</table>

**Improved quality of life and development-driven resilience for all**

<p>| Agriculture &amp; Food Security            | Food security   | N/a           | Number                    | 2 Food Gardens                  | N/a            | Number           | Food Gardens in 2 areas | Food Gardens in 2 areas | R10m                          | Tangible, measurable targets that fulfill |
|                                        | that is both    |               |                           |                                 |                |                  |                          |                          |                               | requirements of being SMART     |
|                                        | improved and    |               |                           |                                 |                |                  |                          |                          |                               |                                          |
|                                        | safeguarded     |               |                           |                                 |                |                  |                          |                          |                               |                                          |</p>
<table>
<thead>
<tr>
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<th>Target 2013/16</th>
<th>Baseline 2006/11</th>
<th>Target 2013/14 financial year</th>
<th>Target 2014/15 financial year</th>
<th>Target 2015/16 financial year</th>
<th>2014/15 Budget (per programme)</th>
<th>2014/15 target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active and Engaged Citizenry</td>
<td>Increased literacy, skills and lifelong learning amongst all our citizens</td>
<td>Citizen participation, empowerment and citizen/customer care</td>
<td>3) Number of outreach programmes</td>
<td>N/a</td>
<td>Number</td>
<td>20</td>
<td>40</td>
<td>48 outreach programmes</td>
<td>60 outreach programmes</td>
<td>N/a</td>
</tr>
</tbody>
</table>

Provide a resilient, liveable, sustainable urban environment - underpinned by infrastructure supportive of a low carbon economy
<table>
<thead>
<tr>
<th>Key Priority</th>
<th>Long term impact (Joburg 2040 related output)</th>
<th>IDP programme</th>
<th>Key Performance Indicator</th>
<th>Target (2013/16)</th>
<th>Baseline (2006/11)</th>
<th>Target 2013/14 financial year</th>
<th>Target 2014/15 financial year</th>
<th>Target 2015/16 financial year</th>
<th>2014/15 Budget (per programme)</th>
<th>2014/15 target (Tangible, measurable targets that fulfill requirements of being SMART)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustainable human settlements</td>
<td>Climate change resilience and environmental protection</td>
<td>Transit Oriented Development - Priority areas (corridors / nodes)</td>
<td>4) Development of Capital projects</td>
<td>83 Capital Development projects</td>
<td>Number Capital funding dependent</td>
<td>20 Projects</td>
<td>31 developments. Capital infrastructure development (Olieventy Cemetery, Zoo-Lake Precinct, Urban Agriculture, and corridor development)</td>
<td>32 Capital developments</td>
<td>R166.4 m</td>
<td>N/a</td>
</tr>
<tr>
<td>Key Priority</td>
<td>Long term impact (Joburg 2040 related output)</td>
<td>IDP program</td>
<td>Key Performance Indicator</td>
<td>Target (2013/16)</td>
<td>Measurment Unit</td>
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<td>Target 2014/15 financial year</td>
<td>Target 2015/16 financial year</td>
<td>2014/15 Budget (per programme)</td>
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</tr>
<tr>
<td>SMME and entreprenurial support</td>
<td>Promotion and support to small businesses</td>
<td>Green skilling and Training</td>
<td>5) Number of SLA's with External Parties</td>
<td>Number</td>
<td>New KPI</td>
<td>New KPI</td>
<td>SLA's with at least 4 Municipalities, 2 Tertiary Institutes, 2 Sponsors</td>
<td>N/a</td>
<td>R230k</td>
<td>SLA's with at least 1 Municipality, 1 Tertiary Institute, 1 Sponsor</td>
</tr>
<tr>
<td>SMME and entreprenurial support</td>
<td>Promotion and support to small businesses</td>
<td>SMME and Entrepreneurial Development</td>
<td>6) Number of SMME Business Support Seminars conducted</td>
<td>Number</td>
<td>New KPI</td>
<td>New KPI</td>
<td>4 Seminars</td>
<td>4 Seminars</td>
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</table>

An inclusive, job-intensive, resilient and competitive economy that harnesses the potential of citizens
<table>
<thead>
<tr>
<th>Key Priority</th>
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<th>IDP programme</th>
<th>Key Performance Indicator</th>
<th>Target (2013/16)</th>
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<th>Target 2015/16 financial year</th>
<th>2014/15 Budget (per programme)</th>
<th>2014/15 target (Tangible, measurable targets that fulfil requirements of being SMART)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMME and entrepreneurial support</td>
<td>Promotion and support to small businesses</td>
<td>SMME and Entrepreneurial Development</td>
<td>Number 6 900 EPWP job opportunities created</td>
<td>1 400 EPWP job opportunities created</td>
<td>Number</td>
<td>2 500 EPWP job opportunities created</td>
<td>3 000 EPWP job opportunities created</td>
<td>N/a</td>
<td>R38m</td>
<td>500</td>
<td>1 000</td>
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<td>Key Priority</td>
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<td>Key Performance Indicator</td>
<td>Target (2013/16)</td>
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</tr>
<tr>
<td>SME and entrepreneurial support</td>
<td>Promotion and support to small businesses Enterprise development and job creation through optimised preferential procurement and contractor management</td>
<td>8). Number of Primary cooperatives developed and supported</td>
<td>108 Number New KPI</td>
<td>8 Primary cooperatives developed and supported</td>
<td>40 Primary cooperatives developed and supported</td>
<td>60 Primary cooperatives developed and supported</td>
<td>N/a R4.2m</td>
<td>10</td>
<td>20</td>
<td>30</td>
<td>40</td>
</tr>
<tr>
<td>Key Priority</td>
<td>Long term impact (Joburg 2040 related output)</td>
<td>IDP programme</td>
<td>Key Performance Indicator</td>
<td>Target (2013/16)</td>
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<td>Target 2015/16 financial year</td>
<td>2014/15 Budget (per programme)</td>
<td>2014/15 target (Tangible, measurable targets that fulfil requirements of being SMART)</td>
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<tr>
<td>SMME and entrepreneurial support</td>
<td>Promotion and support to small businesses</td>
<td>Enterprise development and job creation through optimised preferential procurement and contractor management</td>
<td>9) Number of Capacity building and training of primary cooperatives</td>
<td>22 Capacity building and training of primary cooperatives</td>
<td>Number</td>
<td>New KPI</td>
<td>4 Capacity building and training of primary cooperatives</td>
<td>8 Capacity building and training of primary cooperatives</td>
<td>10 Capacity building and training of primary cooperatives</td>
<td>Capex</td>
<td>Opex</td>
</tr>
<tr>
<td>Resource Sustainbility</td>
<td>Climate change resilience and environmental protection</td>
<td>Climate Change and Energy Diversification</td>
<td>10) No of Ha of concrete space reclaimed as environmental space</td>
<td>6ha</td>
<td>ha</td>
<td>New KPI</td>
<td>2ha</td>
<td>4ha</td>
<td>6ha</td>
<td>N/a</td>
<td>R3m</td>
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</table>
WHO WE ARE

Johannesburg City Parks and Zoo (JCPZ) is a merged entity as from January 2013, and is registered as a non-profit company under the South African Companies Act, No 71 of 2008 as amended. The merger is a result of the institutional review process of the City of Johannesburg.

JCPZ is mandated by the City of Johannesburg to manage the City’s cemeteries, parks and designated public open spaces as well as to ensure that its environmental conservation function is carried out, which includes the maintenance of all street and park trees within the City’s boundaries, the Zoo with the preservation and management of biodiversity through direct conservation action, education, research and recreation.

The organisation has a growing portfolio in excess of 20 600 ha of green open spaces and 3.2 million trees (public spaces). Currently, the Zoo has 320 species consisting of 2,096 specimens housed within 54 ha area. The collection consists of 20 Amphibia (Frogs), 5 Arachnida (Spiders), 128 Aves (Birds), 47 Reptilia (Reptiles), 25 Osteichthyes (Fish) and 101 Mammalia (Mammals).

The company operated with an operational budget of R692.8 million, a capital development budget of R162.2 million, and a staff complement of 1,583 permanent employees.

WHAT WE DO

The company provides the following products and services:

- Urban parks, recreation and leisure facilities;
- Johannesburg Zoo;
- Zoo Conservation and Research Farm;
- Cemeteries and crematoria;
- Botanical Services;
- Nature reserves, including bird sanctuaries, nature trails, dams and lakes;
- Environmental education;
- Biodiversity and Conservation Management;
- Eco-tourism products and services;
- Trees and arboriculture services.

VISION

A Joburg that is environmentally sustainable and liveable.

MISSION

To develop, maintain and conserve public open spaces, cemeteries and the Zoo for present and future generations.

HISTORY

The history of the Zoo

In 1904, the land which the Johannesburg Zoo encompasses was donated to the people of the city of Johannesburg to be used for recreational use by the firm of the late Hermann Eckstein. Hermann Eckstein was involved in the development of the new mining town of Johannesburg. He had 3 million trees planted in an area which he christened Sachsenwald, now the suburb of Saxonwold.

Since then, the Johannesburg Zoo has developed and evolved over the years. Many facilities were built, for example the hospital in 1936.
Public perception of the zoo changed in the 1960’s when visitors wanted to see animals in larger, more natural enclosures. This was the start of the zoo’s long-term plan to grow and improve the facility for both the animals and the visitors. These changes saw the upgrading and creation of old and new enclosures, the development of education and environment programmes, and the zoo becoming part of local and international breeding programmes.

Did you know?
The original animal collection consisted of one lion, one leopards, one giraffe, two Sabie antelope bulls, one baboon, one genet, one pair of Rhesus monkeys, one pair of porcupines and one Golden eagle.

Here are some more fun facts:
- The first official enclosure was built by the Town Council to house two young lions. Only the lions and leopards were in the public area at this stage.
- In 1910 the Bandstand was built to host the popular brass band music of the day.
- Between 1913 and 1915 the stone elephant and rhino house was built. Also at this time, one Asian elephant and one Bactrian camel were purchased and trained for rides.
- In 1961 for the first time visitors over the age of 16 were charged to enter the zoo.

The history of Joburg’s cemeteries
The first cemetery in Johannesburg was laid out in 1886 on the corner of Bree and Harrison streets.

To walk the cemeteries of Johannesburg is to explore the city’s own history. The first cemetery in the city was on the corner of Bree and Harrison Streets, laid out in 1886 when gold was discovered on the Witwatersrand. This became known as the town grew briskly and land was acquired in Braamfontein for the Braamfontein Cemetery, which received its first burials in 1886. The bodies from the city were removed and returned to Braamfontein in the 1990s.

There were private farm cemeteries at several locations around the city - Alberts Farm, north-west of the city, Beuzdienhout Valley, east of the city, and Kloppervigzerg, down south. Most of these are still in place.

In 1912, the Braamfontein Cemetery was opened, barely a kilometre west of the Braamfontein Cemetery. Both cemeteries reflect the city’s history, with Randlords, miners, engineers, soldiers, geologists and mayors finding their final resting place in them.

At that time, mourners requested locations for different religions, and a Jewish section was established, which lies adjacent to the Muslim section. Just outside these sections were places for Chinese, blacks, military, firemen, policemen and many more religious divisions. Cemeteries were laid out in European fashion, with long rows of graves alongside straight roads, divided into even sections. The graves of soldiers who were buried in Braamfontein during the Anglo-Boer War period were laid out in lawn and ribbon flower beds, on the same pattern as the war cemeteries in Europe.

In 1918, a wood-burning crematorium was built in the Braamfontein Cemetery, on land organised by Mahatma Gandhi on behalf of the Hindu community. It is now a national monument. In 1956, a gas-fired crematorium was built alongside the old crematorium and its chapel.

More recently, after a year-long search, Emoh Sontonga’s grave was located in Braamfontein Cemetery, and the man who wrote South Africa’s national anthem, Nkosile Sibeko, is remembered with an impressive granite obelisk.

The Klopperberg Cemetery, south of the city, contains the victims of one of many concentration camps set up during the Anglo-Boer War. The cemetery contains 708 graves. In all, 5,000 men, women and children were interned in a camp on the Turffontein Race Course.

In many ways, the development of cemeteries echoes Johannesburg’s own apartheid history. Cemeteries came to be developed along racial lines, with African and coloured cemeteries in Newclare, Brixton and Lenasia, and so-called “native” cemeteries in Alexandra and Soweto. In 1920 the Hanscheidsfieh Cemetery in Soweto opened, followed by the Doornkop Cemetery in the 1930s.

The first burial in Westpark Cemetery took place on 10 February 1942, and during that year there were 6,603 burials in the four cemeteries under the Park Department’s control.

In 1972, the 172-hectare Avalon Cemetery opened in Soweto. This cemetery holds the remains of many heroes of the struggle against apartheid, including Joe Slovo, the general secretary of South African Communist Party and former chief-of-staff of Umkhonto we Sizwe, and women’s leaders Lilian Ngoyi and Helen Joseph.

Then, finally, 24 years later, Waterfall Cemetery in Midrand opened, adding space for 440,000 burials. A year later, Diepsloot Memorial Park opened. Built along modern trends and with an Africanist model, the park received a silver award in the whole city environmental management category at the prestigious Livable Community (LivCom) Awards, organised by the United Nations, in London in November 2007.

History of the Johannesburg Botanical Garden
Despite intermittent plans dating from the 1920s, for about 56 years Johannesburg remained one of the few important cities in the world without a botanical garden.

Then, on 19 November 1968, a report by the director of the parks and recreation department was submitted to the management committee of the Johannesburg city council on the feasibility of establishing a botanical garden. In response, the management committee resolved that “a botanic garden be established at Jon van Reenen Park and that the parks and recreation department continue with the development of a botanic garden as indicated in the report.”

The total area of land for development was 81 hectares; Joburg gets its garden, even though the 19th century enthusiasm for botanical gardens had waned.

The garden’s master plan gives a broad outline of the botanical layout. In all, 42 families of plants are incorporated into the design based on suitable sites for the majority of species within the families. The families, comprising South African and exotic species of trees, are the framework around which shrubs and perennials are added to complete both the aesthetic and botanical picture.

Ten-year planting plans have been drawn up for two large sections of the garden and work on the development of these areas continues on a yearly basis. Natural spaces have been retained in the garden, including swamps that are part of the perennial stream which runs through the garden, and natural areas of clima grass and forbs.

By 2009, apart from the area west of the southern lake which has been left under natural veld grass and bog, and the Rose Garden, the whole area was continued to existing levels, grasped with kikuyu and half of the pathways paved. The pathways are so designed that all parts of the garden can be visited without the need to backtrack. Visitors are also able to take shorter or longer routes. A map, on which the various walks and all the major attractions in the garden are shown, is available from the offices in the garden.

At present, the plants in the Rose Garden, the Herb Garden and the Hedge Garden demonstration section are labelled. Unfortunately, like all botanical gardens worldwide, labels at the Johannesburg garden are vandalised.

In addition, there are three parking areas. The main one has a unique design, in that the whole area was excavated and the soil was used to create a bare so that it is concealed from view from within and outside the garden. The approach road to the car park runs along the shore of Emmanuellia Dam, enabling a peaceful view of the dam even before entering the garden.

An extensive water recirculation system has been installed, serviced by a reservoir holding 1,250,000 litres of water. Two productive boreholes were sunk, as well as a submersible pump in one of the southern dams, which provide the water for the reservoir.

With the completion of the basic engineering operations, extensive planting was undertaken, A Podocarpus forest – of overgrown trees and shrubs – with representatives from
Further south along the same road is an interesting collection of acacias, the South African ones of which were donated by Denzil Carr, an acknowledged expert in the South African representatives of this genus. To date, over 56,000 trees have been planted, a good proportion of which serve as nurse trees protecting the more desirable plants from wind, frost, the baking sun and desiccation.

Its trees include ones that have been grown from seed through the garden’s global exchange with other botanical institutions. Some 3,000 packets of seeds are exchanged each year, many of which are rare and endangered, thus perhaps being preserved from extinction, far from their native habitat.

The aim is to create and maintain a fundamental role as a regional centre of excellence in plant science and garden curatorship while providing facilities, knowledge and expertise necessary to ensure the conservation, appreciation, enjoyment and sustained use of the Johannesburg Botanical Garden, and so enhancing the quality of life for all.

History of Emmarentia Dam

The land on which the garden is situated was once part of the farm Braamfontein, which dated back to 1853. In 1886, a farmer called Louw Goldenhuys bought a portion of Braamfontein Farm and named it after Emmarentia, the woman he married in 1887.

At the end of the Anglo Boer War in 1902, many landless farmers returned home, and Goldenhuys offered them employment to build the 7.5ha Emmarentia Dam. Great blocks of stone were brought down from the nearby Mabula Koppies, which were then fitted together to construct the dam wall. It banks up water to the depth of 20 metres at the centre of the dam. The wall was built almost perpendicular and has been equal to any flood.

Those men who worked well on the dam wall were chosen to join a farm-sharing experiment Goldenhuys had initiated on his farm.

Emmarentia Dam is fed by the Westdene Spruit, the catchment of which stretches to the suburb of Westdene, to the south of the dam. In earlier times, a furrow from the stream beside the Parkview Golf Course also fed water to the dam. Today this furrow no longer exists but the storm water drains from the surrounding roads also feed the dam.

The dam and an area of land to the west of it formed an endowment from Goldenhuys to the city council for park and garden purposes. In 1952, the area was named Jan van Riebeeck Park in celebration of the tri-centenary of Van Riebeeck’s historic landing at the Cape. Then, in 1969, a resolution was passed for the building of the Johannesburg Botanical Garden on this land.

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National Norms and Standards for the Management of Elephants in South Africa

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CHAPTER 1
INTERPRETATION, PURPOSE AND APPLICATION

1 Definitions

(1) In these Norms and Standards, unless the context indicates otherwise, a word or expression defined in the Biodiversity Act or Protected Areas Act has the same meaning, and-

'adaptive management' means integrated research, planning and monitoring in repeated cycles of learning in order to better define and achieve objectives, and is built on the assumption that natural extensive wildlife systems are complex, our knowledge is imperfect but we can learn from purposeful, documented objectives and actions;

'applicable legislation' means-
(a) the National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003);
(b) the National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004);
(c) legislation and instruments mentioned in section 88(3) of the Biodiversity Act, 2004;
(d) any regulations issued in terms of section 97 of the Biodiversity Act, 2004, or referred to in section 49 of the Protected Areas Act which apply to the implementation of these norms and standards;
(e) these Norms and Standards and annexures thereto;
(f) the Animals Protection Act, 1962 (Act 71 of 1962);
(g) the Performing Animals Protection Act, 1935 (Act 24 of 1935);
(h) the Animal Matters Amendment Act, 1993 (Act 42 of 1993);
(i) the Animal Health Act, 2002 (Act 7 of 2002);
(j) the Occupational Health and Safety Act, 1993 (Act 85 of 1993);
(k) the Animals Diseases Act, 1984 (Act 35 of 1984);
(l) the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983);
(m) the Medicines and Related Substances Act, 1965 (Act 101 of 1965);
(n) the Meat Safety Act, 2000 (Act 40 of 2000); and
(o) the Veterinary and Para-Veterinary Professions Act, 1982 (Act 19 of 1982);
(p) the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972);
(q) the Animal Improvement Act, 1998 (Act 62 of 1998);

'Biodiversity Act' means the National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004);

'biodiversity' means the variability among living organisms from all sources including terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part and also includes diversity within species, between species, and of ecosystems;

'born in captivity' means an elephant conceived naturally and born to a captive elephant in a controlled environment;

'captive elephant' means an elephant that is kept in captivity in a controlled environment, including elephants kept in captivity for rehabilitation, but excluding wild elephants in temporary captivity for other purposes;

'captive facility' means a registered facility in accordance with the provisions of regulation 27 of the Threatened or Protected Species Regulations, 2007 and paragraph 24 of these Norms and Standards;

'capture' includes searching, pursuing, driving, chasing, darting, lying in wait, luring, alluring, discharging a missile, catching, sedating, or exercising physical control by any other means, method or devise, with the intent not to kill;

'controlled environment' in relation to elephant management means an enclosure designed to hold an elephant in any way that-
(a) prevents it from escaping; and
(b) facilitates intensive human intervention in the form of provision of-
   (i) food or water;
   (ii) artificial housing; or
   (iii) veterinary or health care;
   and is less than 2 000 ha;

'cow-calf group' means a cohesive group of females and their calves led by the matriarch or another older female, which associate regularly and closely with one another over time;

'culling' has the meaning as defined by the Threatened or Protected Species Regulations;

'damage causing elephant' has the meaning as defined by the Threatened or Protected Species Regulations;

'defined herd' means a cohesive group of elephants that exist in a limited or extensive wildlife system;

'destroy' means to intentionally kill an elephant for management purposes;

'ecologist' means a person registered as an ecologist under section 26 of the Natural Scientific Professions Act, 2003 (Act 27 of 2003);

'elephant population' means a group of elephants freely associating in a given environment;

'escaped elephant' means-
(a) a wild elephant that has escaped from a protected area, or an adequately enclosed or suitably fenced property, but has not become a damage causing elephant; or
(b) a captive elephant that has escaped from captivity;

'extensive wildlife system' has the meaning as defined by the Threatened or Protected Species Regulations;

'genuine orphan calf' means an elephant calf that-
(a) is less than 2 years old;
(b) its mother has clearly died of natural causes or poaching;
(c) has been rejected by the elephant population of which it forms part; and
(d) is likely to die if it is not taken into captivity;

'handler' means a trained person who is responsible for controlling, caring for, cleaning or managing a captive elephant;

'hunt' has the meaning as defined by the Threatened or Protected Species Regulations;

'institute' means the South African National Biodiversity Institute (SANBI), established in terms of section 10 of the Biodiversity Act;

'issuing authority' has the meaning as defined by the Threatened or Protected Species Regulations;
‘kept in captivity’ or ‘captive kept’ has the meaning as defined by the Threatened or Protected Species Regulations, provided that the definition of ‘controlled environment’ given in these norms and standards applies specifically in relation to the management of elephants;

‘limited wildlife system’ in relation to elephant management means—
(a) an area that is suitable for management of elephant populations of less than 15 animals, with minimal human intervention, except the provision of water and supplementation of food in times of drought;
(b) is fenced to hold an elephant in a way that prevents it from escaping; and
(c) is larger than 2 000 ha and less than 5 000 ha,
but excludes fenced land on which self-sustaining wild populations of elephants are managed in an extensive wildlife system;

‘management authority’ in relation to a protected area, means the organ of state or other institution or person in which the authority to manage the protected area is vested;

‘management plan’ means the management plan referred to in paragraph 6;

‘preferred management density’ means a stocking rate, or an acceptable range of densities within which a population may be allowed to fluctuate naturally;

‘professional hunter’ has the meaning as defined by the Threatened or Protected Species Regulations;

‘Protected Areas Act’ means the National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003);

‘protected area’ means an area declared as such in terms of the Protected Areas Act;

‘range manipulation’ means the alteration of the natural range of an elephant population, whether through limitation, extension or expansion by using fires, provision or opening or closure of, watering points, feed, fencing, driving or other human activity;

‘registered game farm’ has the meaning as defined by the Threatened or Protected Species Regulations;

‘responsible person’ means the owner or manager of an elephant, the owner or manager of the land on which an elephant normally ranges or a management authority of a protected area;

‘rehabilitation facility’ has the meaning as defined by the Threatened or Protected Species Regulations;

‘rehabilitation’ means the keeping in captivity for the treatment and recovery of sick or injured elephant, or the rearing of genuine orphan elephants, for the sole purpose of returning them to the wild in a limited or an extensive wildlife system as soon as possible;

‘roaming elephant’ means an elephant from a known or unknown locality for which responsibility cannot readily be determined;

‘scheduled substance’ means a medicine or other substance prescribed under section 22A of the Medicines and Related Substances Act, 1965 (Act 101 of 1965);

‘sanctuary’ has the meaning as defined by the Threatened or Protected Species Regulations;

‘temporary captivity’ means a wild elephant that is kept in a controlled environment for a short period of time for the purpose of—
(a) translocation, release camps, transfer or transport;
(b) quarantine;
(c) veterinary treatment; or
(d) rehabilitation, in the case of injured or genuine orphan elephants;

‘Threatened or Protected Species Regulations’ means the regulations made by the Minister of Environmental Affairs and Tourism in terms of section 97 of the Biodiversity Act, relating to listed threatened or protected species published under Government Notice R152 in Gazette 29657 of 23 February 2007, as amended;

‘translocation’ means the removal by human and mechanical means of a wild elephant from its existing location to another area;

‘veterinarian’ means a person registered in terms of the Veterinary and Para-Veterinary Professions Act, 1982 (Act 19 of 1982);

‘wild elephant’ means an elephant that—
(a) is not a captive elephant or is in temporary captivity, pending release into a limited or an extensive wildlife system; or
(b) is in a limited or an extensive wildlife system.

(2) In these Norms and Standards, a word or expression which is a derivative or other grammatical form of a word or expression defined in subparagraph (1) or in the Biodiversity Act or Protected Areas Act, has a corresponding meaning unless the context indicates that another meaning is intended.

2 Purpose and application

(1) In terms of section 9(1) of the Biodiversity Act, the Minister may, by notice in the Gazette—
(a) issue norms and standards for the achievement of any of the objectives of this Act, including for the—
(i) management and conservation of South Africa’s biological diversity and its components;
(ii) restriction of activities which impact on biodiversity and its components; and
(b) set indicators to measure compliance with those norms and standards.

(2) The purpose is to set national norms and standards to ensure that—
(a) elephants are managed in the Republic in a way that—
(i) ensures the long term survival of elephants within the ecosystem in which they occur or may occur in future;
(ii) promotes broader biodiversity and socio-economic goals that are ecologically, socially and economically sustainable;
(iii) does not disrupt the ecological integrity of the ecosystems in which elephants occur;
(iv) enables the achievement of specific management objectives of protected areas, registered game farms, private or communal land;
(v) ensures the sustainable use of hair, skin, meat and ivory products; and
(vi) is ethical and humane; and
(vii) recognises their sentient nature, highly organised social structure and ability to communicate,
(b) the management of elephants is regulated—
3 Guiding Principles

Any person executing a function or exercising a power or carrying out an activity that relates, directly or indirectly, to an elephant must do so in regard to the following further principles—

(a) elephants are intelligent, have strong family bonds and operate within highly socialised groups and unnecessary disruption of these groups by human intervention should be minimised;

(b) while it is necessary to recognise the charismatic and iconic status of elephants and the strong local and international support for their protection, proper regard must be given to the impacts of elephants on biodiversity or people living in proximity to elephants;

(c) elephants are recognised engineers of habitat change and their presence or absence has a critical effect on the way in which ecosystems function;

(d) the movement of elephants throughout their historical range has been disrupted by the activities of people over the last two centuries;

(e) careful conservation management has led to the significant growth of elephant populations and human intervention may be necessary to ensure that any future growth occurs in a manner that does not result in the loss of biodiversity, ecosystem function and resilience or human life, or the compromise of key management objectives for protected areas, registered game farms or private or communal land;

(f) elephants often exist in close proximity to people, with the result that the elephants potentially pose a threat to the well-being of people and management measures must endeavour to limit these threats;

(g) measures to manage elephants must be informed by the best available scientific information and, where the available scientific information is insufficient, adaptive management forms the cornerstone of the management of elephants and adaptive decision making tools must be adopted;

(h) management interventions must, wherever practicable, be based on scientific knowledge or management experience regarding elephant populations and must—

(i) take into account the social structure of elephants;

(ii) be based on measures to avoid stress and disturbance to elephants;

(iii) where lethal measures are necessary to manage an elephant or group of elephants or to manage the size of elephant populations, these should be undertaken with caution and after all other alternatives have been considered;

(j) while efforts should be made to ensure that elephants continue to play an important role in an already well established nature-based tourism sector this should not occur in an inappropriate, inhumane or unethical form or manner;

(k) in the context of objective-based management of complex ecological systems elephants should not be accorded preference over other elements of biodiversity;

(l) every effort must be made to safeguard elephants from abuse and neglect; and

(m) elephant population in the wild should be managed in the context of objective-based management of the complex ecosystem in which they occur.

CHAPTER 2
GENERAL MANAGEMENT OF ELEPHANTS

Part 1
General Provisions

4 Restricted activities

No restricted activities in terms of the Biodiversity Act involving an elephant may be undertaken without a permit issued in terms of regulation 18 of the Threatened and Protected Species Regulations.

5 Keeping of elephants

(1) An elephant may not be kept unless—

it is:

(a) a wild elephant that ranges in a limited or an extensive wildlife system that forms part of—

(i) a proclaimed protected area; or

(ii) a registered game farm, private or communal land; or

(b) a captive elephant kept at a captive facility; or

(c) a wild elephant in temporary captivity; or

(d) an ill or injured elephant or genuine orphan calf kept in a rehabilitation facility; or

(e) a genuine orphaned calf that could not be rehabilitated successfully to a limited or extensive wildlife system and is therefore kept in a sanctuary; and

(f) kept in terms of an approved management plan.

(2) In the case of a limited and extensive wildlife system, the owner or person in control of elephants is responsible to provide for an ongoing assessment of the impact of the elephant on the habitat and ecological function of the area.
(3) A captive elephant may not be kept or handled without:
   (a) the elephant being fitted with two permanent internal microchips or transponders inserted one at the base of the tail and one in front of the left shoulder, the responsible person must submit the serial numbers of the transponders (microchips) to the issuing authority;
   (b) the responsible person creating and maintaining a system of identifiers of each elephant as changes in tusks or ears occur, preferably by a set of photographs and forward these to the issuing authority for incorporation in the national register; and
   (c) there being a minimum of two trained elephant handlers permanently and exclusively allocated to the care of the elephant.

(4) A permit to keep a captive elephant shall only be issued for a period of 36 months pursuant to which application must be made for the renewal in terms of regulation 38 of the Threatened of Protected Species Regulations.

6 Management plans
(1) The responsible person in relation to a protected area, registered game farm, private or communal land or in relation to a captive facility in which elephants are kept, is responsible-
   (a) to prepare a management plan; and
   (b) to submit the management plan to the issuing authority for approval.

(2) A management plan must-
   (a) comply with the following-
      (i) the process prescribed in the Protected Areas Act and the requirements in Annexure I for a wild elephant occurring on land that is declared as a protected area;
      (ii) for a wild elephant occurring on a registered game farm, private or communal land the requirements specified in Annexure I; or
      (iii) for a captive elephant, the requirements specified in Annexure II;
   (b) take into consideration the principles contained in paragraph 3;
   (c) be consistent with any biodiversity management plan developed in terms of section 43 of the Biodiversity Act;
   (d) include a contingency plan that deals with the fate of the elephant in the event of the death, insolvency or any other event that impairs the ability of the owner or the responsible person to care for the elephant;
   (e) contain an initial assessment as described in paragraph 7 and provide for the ongoing assessment of the impact of the elephant on the vegetation structure and ecological function of-
      (i) the area of enclosure; or
      (ii) any area from which the elephant is deliberately excluded;
   (f) identify the potential for conflict between people and elephants in or on the borders of the area of enclosure and provide for emergency plans in the event of the escape of an elephant, including measures to deal with such an emergency;
   (g) identify interventions likely to be made and management measures likely to be adopted, based on the principle of adaptive management; and
   (h) include a culling plan, if and when culling is identified as an intervention in terms of paragraph 15(1) and set out the conditions under which culling would take place.

(3) The management plan referred to in subparagraph (1) may be incorporated in one of the following plans:
   (a) in relation to a protected area, the plan that has been prepared by the management authority in terms of section 39(2) of the Protected Areas Act and the requirements for a management plan as described in Annexure I and approved by the Minister or the MEC as the case may be; or
   (b) a biodiversity management plan that has been developed in terms of section 43 of the Biodiversity Act.

(4) When preparing a management plan and/or a culling plan for a protected area, registered game farm, private or communal land the responsible persons must develop their management plan according to Annexure I and II of these norms and standards.

7 Initial assessment
An assessment in terms of paragraph 6(2)(e) must-
   (a) consider the potential impact of the elephants on the biodiversity of the area and structure of the habitat into which the population is to be introduced;
   (b) take into account-
      (i) the availability of adequate food plants;
      (ii) the availability of adequate shelter;
      (iii) the availability of adequate water for drinking and bathing; and
      (iv) the size of the land available to the population;
   (c) be based on the following population parameters-
      (i) a cow-calf group;
      (ii) the possibility that two adult bulls may need to be introduced if juvenile males become troublesome; and
      (iii) an initial stocking density for the population that must equal or be less than 50% of the future maximum preferred elephant density for the land;
   (d) determine if the responsible person can provide for the physical, physiological, social and natural behavioural needs of the elephant; and
   (e) determine if the responsible person will meet and be capable of meeting the long-term financial commitments of owning or managing elephants.

8 Duty of care
The responsible person is obliged to-
   (a) provide responsible veterinary care;
(b) remain abreast with new monitoring and research information on the management of elephants, especially captive elephants;
(c) submit to the Institute all information that may be relevant to the development of properly planned monitoring and research programmes, a national and international database on elephant management and the development of best practices;
(d) share information and experiences with other responsible persons;
(e) provide for the safety of people, including guests and staff, interacting with the elephants in accordance with the requirements of Annexure III; and
(f) not neglect or allow any neglect or abuse of the elephant.

9 Adequate enclosure
(1) An elephant should be kept in an area that is adequately enclosed.
(2) An area will be deemed to be adequately enclosed in terms of subparagraph (1) if it is-
   (a) a new protected area, newly registered game farm, private or communal land and a perimeter fence has been erected; or
   (b) a limited or an extensive wildlife system around which a perimeter fence has been erected.
(3) The minimum standard for a perimeter fence is-
   (a) a minimum height of 1.8 m; and
   (b) electrified on the side occupied by the elephant in accordance with the requirements of Annexure V.
(4) The perimeter fence must be properly maintained.
(5) The provisions of subparagraph (1) shall not apply to-
   (a) an elephant in the process of translocation; and
   (b) that portion of a boundary that extends beyond an international border of the Republic.

10 Administering of scheduled substances and sedation
(1) The administering of scheduled substances to an elephant must be in accordance with the Medicines and Related Substances Act, 1965 (Act 101 of 1965).
(2) An elephant may-
   (a) only be sedated as an extraordinary measure;
   (b) not be sedated repeatedly; and
   (c) only be sedated for the purpose of temporarily immobilising or tranquillising it-
      (i) to carry out a disease control procedure, scientific research or for management purposes;
      (ii) for treatment by a veterinarian; or
      (iii) to translocate or transport the animal.
(3) Sedation, or any administration of scheduled substances or veterinary procedures in terms of the Veterinary and Para-Veterinary Professions Act, 1982 (Act 19 of 1982) in terms of subparagraph (2) may only be carried out by a veterinarian and may be carried out from a motorised vehicle or aircraft.

11 Capture of elephants
(1) A wild elephant may only be captured under the following conditions:
   (i) The capture is for the purposes of temporary captivity;
   (ii) The capture must comply with all relevant permitting requirements and conditions;
   (iii) The capture must be effected in accordance with the provisions of the Biodiversity Act; and
   (iv) The capture must take place in compliance with the relevant provisions of the Animal Protection Act, 1962 (Act 71 of 1962), and the Translocation of Certain Wild Herbivore (SABS Protocol SABS 0331), as amended.
(2) A wild elephant may be captured for introduction into a rehabilitation facility only if-
   (a) in the case of a sick or injured elephant, it is for treatment and recovery purposes and subsequent release into a limited or extensive wildlife system; or
   (b) it is a genuine orphan calf captured or to be captured on private or communal land for the purposes of rearing and subsequent release into a limited or extensive wildlife system; and
   (c) a permit authorising the removal of the elephant from the wild has first been obtained from the issuing authority in terms of the Threatened or Protected Species Regulations.
(3) A wild elephant may be captured to be kept in captivity with the approval of the Minister, only in exceptional circumstances, including but not limited to-
   (i) international agreements; or
   (ii) scientific or research purposes.

12 Translocation, import and export of elephants
(1) An elephant may not be translocated if it is-
   (a) a wild elephant that is intended to be kept in captivity in controlled environment, other than in terms of paragraph 11;
   (b) a wild elephant with a history of crop raiding, fence breaking, damaging property or aggression towards humans or livestock unless it is to be translocated to an area where there is no risk of damage from similar behaviour;
   (c) a wild elephant that has been previously translocated, except under extraordinary conditions; or
   (d) a wild or captive elephant from another country that is intended to be kept in captivity in the Republic.
(2) An elephant may only be translocated if it is-
   (a) part of a cow-calf group, and
(i) the entire cow-calf group is translocated; and
(ii) the calves are more than 2 months old;
(b) a bull to be introduced to an area where there is a cow-calf group and the cow-calf group has successfully established a natural range for a period of three months; or
(c) for purposes of temporary captivity.

(3) An elephant may only be translocated on the following conditions-
(a) the translocation must comply with all relevant permitting requirements;
(b) the translocation must be effected in accordance with the provisions of the Biodiversity Act;
(c) the translocation must comply with the relevant provisions of the Animal Protection Act, 1962 (Act 71 of 1962), and the Translocation of Certain Wild Herbivores (SABS Protocol SABS 0331), as amended;
(d) if elephants are captured within a protected area for the purpose of translocation, the capture must be in accordance with an approved management plan for the protected area within which the elephant occurs;
(e) if the elephants are to be introduced into a protected area, the introduction must be in accordance with an approved management plan for the protected area to which the elephant is to be introduced;
(f) at the point of destination, the elephant must initially be released into a release camp constructed in accordance with the provisions of Annexure IV;
(g) immediately prior to offloading into a release camp, the matriarch, other adults and juveniles must, if necessary, be tranquilized with short or long-acting tranquillizers; and
(h) when there is an agreement or exchange programmes between state institutions for exhibition or scientific purposes.

(4) No wild or captive elephant may be-
(a) imported into the Republic; or
(b) exported from the Republic,
for the purposes of keeping it in captivity in a controlled environment, except in terms of paragraph 11(3) or 12(5).

(5) Captive elephants which are part of a bona fide circus may be temporarily imported or exported for a limited, specified period, not exceeding the period of performance, for the sole purpose of use in the circus.

13 Release camps

(1) A release camp must conform to the requirements of Annexure IV.
(2) Except for the required management actions and in an emergency, there must be no interaction between a human and an elephant whilst the elephant is in a release camp.
(3) An elephant may not be kept in a release camp for a period exceeding 6 months except for veterinary treatment.

(4) Elephants are highly social animals and, other than in extraordinary circumstances, should not be housed separately from all of the other members of their immediate family.

(5) Subparagraph (3) does not apply in the case of an elephant in quarantine or as prescribed by a veterinarian.

Part 2
Management of Elephants in the Wild

14 Composition of wild elephant populations

(1) An elephant population in the wild must be managed with proper regard for-
(a) the highly social nature of elephants;
(b) the organised matriarchal system in which they normally operate;
(c) the division of the population into different herds;
(d) the division of a herd into cow-calf groups each under a matriarch;
(e) the existence of adult bulls in a herd outside of the cow-calf groups; and
(f) the role of adult bulls in dominating and controlling juvenile males.

(2) Bull elephants, between twenty-five and thirty-five years old must be introduced into areas where the only male elephants present are juvenile bulls.

15 Control of wild elephant population sizes and distribution

(1) Should it become necessary, within the objectives of the management plan of the area concerned to manage the size, or the composition or the rate of growth of a wild elephant population it must-
(a) take place in terms of the management plan applicable to the area in which the population occurs and to the population;
(b) use one or a combination of the following management options:
(i) contraception in terms of paragraph 17;
(ii) range manipulation in terms of paragraph 18;
(iii) translocation in terms of paragraph 12(2) and (3);
(iv) introduction of elephants in terms of paragraph 16 or 12(1);
(v) hunting in terms of paragraph 20 and 21; or
(vi) culling in terms of these Norms and Standards as well as the Threatened or Protected Species Regulations.

(2) Should it become necessary, within the objectives of the management plan of the area concerned to manage the spatial distribution of a wild elephant population within the boundaries of the area, it must-
(a) take place in terms of the management plan applicable to the area in which the population occurs and to the population;
(b) use one or a combination of the following management options:
(i) contraception in terms of paragraph 17;
(ii) range manipulation in terms of 18;
(iii) translocation in terms of subparagraphs 12(2) and (3); or
(iv) introduction of elephants in terms of paragraph 12(1) or 16(1)(b).

(3) The flow diagram in Annexure VI may be used as a guideline to determine the appropriate option.

16 Establishment of new populations of wild elephants

(1) A new population of wild elephants may be established by-
(a) translocation of elephants from an existing population of wild elephants; or
(b) introduction of captive elephants into a limited or an extensive wildlife system only after the issuing authority is satisfied that the elephants have been fully rehabilitated.

(2) A new population of wild elephants may be established subject to the following conditions:
(a) the prior approval of a management plan for the population;
(b) the prior assessment of the suitability of the land to which the population is to be translocated in terms of paragraph 12;
(c) adequate enclosure in terms of paragraph 9;
(d) stipulation of the initial population structures taking into account-
   (i) the matriarchal society of the animals;
   (ii) the initial population should not be less than 6 suitable animals, and should consist of a cow-calf group; and
   (iii) that adult bulls may only be introduced once the cow-calf group has successfully established a natural range;
(e) identification of the long term population structure in view of the management objectives of the population;
(f) written notification of the intended establishment to adjacent landowners, communities and any other person who may be directly affected by the intended establishment and requesting written comments within a period of thirty days; and
(g) the issuing of a permit by the issuing authority.

17 Contraception

(1) The responsible person undertaking a programme to control the size of an elephant population by reducing the rate of reproduction of the elephant population using contraceptives must take into account that-
(a) contraception is-
   (i) undesirable if it requires regular sedation of an elephant;
   (ii) difficult to implement in a large population;
   (iii) most appropriate in a small elephant population of 20 or less and has an uncertain or limited ability to reduce the number of elephants within a large population; or
   (iv) not effective in providing immediate control of an elephant population or dealing with the immediate need to reduce the size of an elephant population;
(b) the use of vasectomy procedures in elephants are currently complex and until scientific knowledge improves, should only be considered in small populations; and
(c) in publicly and privately owned protected areas, contraception should only be used in the context of approved research projects that are adequately designed to ensure meaningful conclusions regarding the efficacy of the techniques.

(2) Contraceptives must be-
(a) administered by a registered veterinarian; and
(b) applied in accordance with the Medicines and Related Substances Act, 1965 (Act 101 of 1965).

(3) A monitoring programme must be implemented to evaluate the effects of a contraception programme on the elephants.

(4) Vasectomy procedures must be-
(a) undertaken by a veterinarian; and
(b) applied in accordance with the Veterinary and Para-Veterinary Professions Act, 19 of 1982 and the Medicines and Related Substances Act, 1965 (Act 101 of 1965).

18 Range manipulation

The movement of an elephant in the area in which it normally ranges may be altered by using one or a combination of the following methods, without compromising biodiversity objectives:
(a) management of the water supply of the elephants;
(b) management of the feed supply of the elephants;
(c) the controlled use of fire in appropriate situations;
(d) preventing the elephants from entering or leaving a particular area of the land by-
   (i) erecting of enclosure fences; or
   (ii) erection of exclusion fences;
(e) the creation of corridors of movement between different areas; or
(f) the expansion of the range by acquisition of additional land.

19 Culling

Culling may be used to reduce the size of an elephant population subject to the following conditions:
(a) culling may be undertaken only in terms of a culling plan prepared by the responsible person with the assistance of an ecologist who is a recognised elephant management specialist and approved by the relevant issuing authority that sets out the conditions under which culling would take place and the manner in which the cull would be implemented;
(b) the culling plan must provide the issuing authority with the following information relating to the culling operation-
(i) evidence that the actual or projected elephant numbers at a specific location are incompatible with the agreed land use objectives spelt out in the management plan and that a reduction in population numbers is therefore necessary;
(ii) evidence that all other population management options, referred to in paragraph 15 have been rejected by the ecologist referred to in 19(a) after appropriate consideration and evaluation;
(iii) proposed number of elephants to be culled;
(iv) proposed method of animal selection;
(v) proposed time frames;
(vi) proposed culling methods; and
(vii) intended use of products;
(c) an elephant may not be culled if it is-
   (i) part of a cow-calf group unless the entire cow-calf group, including the matriarch and juvenile bulls, is culled; or
   (ii) part of a group comprising only juvenile elephants, unless the entire group is culled;
(d) culling must be done with-
   (i) quick and humane methods;
   (ii) a rifle with a minimum calibre of .375 inches; and
   (iii) a bullet of a full metal jacket monolithic construction with a minimum weight of 300 grains and shall not include bullets of soft-nosed construction; and
(e) the use of suxamethonium (Scoline) in culling is prohibited.

Part 3
Hunting

20 Hunting of elephants

(1) Only the following elephants may be hunted:
   (a) solitary males;
   (b) females, in terms of regulation 14(2)(b) of the Threatened or Protected Species Regulations and paragraph 25 of these Norms and Standards; and
   (c) females on private or communal land according to the management plan.

(2) Subject to the exceptions in subparagraph (1) no elephant may be hunted in the immediate proximity of any female/calf group.

(3) A professional hunter registered with the issuing authority must be present for the full duration and supervise each hunt, when the hunter is a non South African citizen.

(4) A hunt must be carried out in compliance with the provisions of the Threatened or Protected Species Regulations and paragraphs 20 and 21 of these Norms and Standards.

21 Hunting methods

In addition to those methods regulated in terms of regulation 26 of Threatened or Protected Species Regulations; the following methods of hunting elephants are prohibited-

(a) driving an elephant by any means;
(b) hunting within 500 metres of a water hole or watering point;
(c) using a pitfall; or
(d) hunting with-
   (i) a rifle with a calibre of less than .375 H & H; and
   (ii) a bullet with a full metal jacket or monolithic construction with a weight of not less than 286 grains or heavier bullet of monolithic or full metal jacket construction.

Part 4
Captive elephants

22 Provisions for captive elephants

(1) The provisions of the Animals Protection Act, 1962 (Act 71 of 1962), the Performing Animals Act, 1935 (Act 24 of 1935) and these Norms and Standards will apply to the general management of captive elephants as prescribed.

(2) The Minister shall within 12 months of these Norms and Standards coming into effect, publish an Annexure VII that provides Minimum Standards for the management of captive elephants, and compliance with these Minimum Standards shall be a requirement of the Management Plan and a condition of permits for keeping of elephants in captivity.

23 Keeping elephants in captivity

An elephant may only be kept in captivity if-

(a) it was already permitted to be kept in captivity on the date that these Norms and Standards came into effect; or
(b) it was conceived naturally and born in captivity in a controlled environment to captive elephants as per the approved management plan.

24 Registration of captive facilities for elephants

The owner of captive elephants is responsible to-

(a) apply to register the facility in terms of regulation 27 of the Threatened and Protected Species Regulations, 2007 and keep a register/stud book of each captive elephant at the facility;
(b) submit to the issuing authority a management plan complying with the requirements as set out in Annexure II; and
(c) comply with any other relevant policy, procedure or framework that provides guidance for the management of elephants and that is approved by the Minister.
25 Escaped or roaming elephants

(1) The obligation to control an elephant that has escaped from a protected area or an adequately enclosed area lies with the responsible person and issuing authority.

(2) The issuing authority is responsible to act as facilitator between the responsible person and the owner of or manager or other person in control of the property onto which the elephant has escaped to identify appropriate steps that may be taken to deal with the escaped elephant and the consequences of its escape.

(3) The responsible person is responsible to apply to the issuing authority for permission to—
   (a) capture the escaped elephant and return it to its normal range; or
   (b) subject to the written approval of the owner of or manager or other person in control of the property onto which the elephant has escaped—
      (i) hunt or arrange for the escaped elephant to be hunted; or
      (ii) destroy the escaped elephant or arrange for the escaped elephant to be destroyed.

(4) Should the responsible person fail to take steps in terms of subparagraph (5), the owner of the property onto which the elephant has escaped may—
   (a) apply for a permit in terms of the Threatened and Protected Species Regulations, 2007 to—
      (i) capture and—
         (aa) return the elephant to its normal range; or
         (bb) keep the elephant; or
      (ii) hunt or arrange for the escaped elephant to be hunted; or
      (iii) destroy or have the elephant destroyed; and
   (b) recover the cost incurred in terms of subparagraph (a)(i) or (ii) from the responsible person.

(5) An application in terms of subparagraph (4) must be accompanied with proof that the responsible person has been notified that the elephant has escaped from its normal range and the area in which it is currently ranging.

(6) The obligation to control a roaming elephant whose origin cannot readily be determined lies with the issuing authority or the owner of or manager or other person in control of the property onto which the elephant has roamed, in consultation with the issuing authority.

(7) The responsible person, the owner of or manager or other person in control of the property onto which the elephant has roamed, must report such an incident to the issuing authority within a period not exceeding 24 hours after the incident has occurred.

(8) In the case where the origin of the elephant cannot readily be determined, the owner of the property onto which the elephant has roamed may—
   (a) in terms of the Threatened and Protected Species Regulations, 2007 apply to the issuing authority for a permit to—
      (i) capture and keep the elephant;
      (ii) hunt or arrange for the roaming elephant to be hunted; or
      (iii) have the elephant destroyed at his own cost and for his own account; or
   (b) request that the issuing authority take responsibility for the elephant.

(9) The issuing authority is responsible to immediately take such steps as it deems appropriate to deal with the escaped or roaming elephant if—
   (a) notwithstanding the provisions of subparagraph (3), (4) or (5), it is of the view that the elephant poses an immediate threat to people or may become damage causing;
   (b) the responsible person fails to expeditiously take steps pursuant to a permission granted in terms of subparagraph (6)(a); or
   (c) the owner of or manager or other person in control of the property onto which the elephant has escaped or roamed fails to expeditiously take steps pursuant to a permission granted in terms of subparagraph (6)(b).

26 Short title and commencement

These norms and standards are called the National Norms and Standards for the Management of Elephants in South Africa, 2008, and take effect on 1 May 2008.

ANNEXURE I
MANAGEMENT PLANS FOR WILD ELEPHANTS

A management plan for a wild elephant shall contain at least all the following information:

Section A: General information and inventory

1 General
   1.1 Names of owner and manager.
   1.2 Postal address.
   1.3 Telephone and fax numbers.
   1.4 Farm name (including all registered farm names, numbers and portion numbers in the fenced area).
   1.5 Precise extent of the property and the specific enclosure where the elephants will be kept.
   1.6 Description of the land uses and activities on all neighbouring properties. Description of land uses must be specific such as irrigation farming.
   1.7 Name, contact details and qualifications of an ecologist or compiler of the plan or person who did the survey.
   1.8 Proximity to settlements, rural communities and tribal land.
1.9 Information as to whether there is potential for enlarging the property.
1.10 Specifications of the perimeter fence.

2 Ecological
2.1 General climatic and hydrological data (e.g., rainfall, temperatures).
2.2 General description of the geology.
2.3 General description of the soils.
2.4 Detailed description of the vegetation.
2.5 Preferred management density of elephants.
2.6 Game species and numbers present on property.
2.7 Sensitive habitats and species.
2.8 Disturbed or degraded areas such as bush encroachment and soil erosion.
2.9 Description of all available water bodies and distribution thereof described.
2.10 Maps:
(a) Location map.
(b) Topographic map of property (boundary of farm(s) and crop(s), roads, water points, infrastructure, etc.).
(c) Vegetation communities.

Ecological information should be collected and analysed by an ecologist. Methods used should be scientific and described in detail. The scale of the maps should be at least 1:50,000.

Section B: Management goals and objectives

3 Habitat
3.1 Veld condition monitoring methods and time schedules.
3.2 Rehabilitation programme for degraded areas.
3.3 Fire management plan.
3.4 Water provision.
3.5 Population management of other wildlife species.
3.6 Preferred management density.

4 Information pertaining to elephants
4.1 Purpose of introduced elephants.
4.2 Public participation reports, where there is contractual arrangements between the management authority of a protected area and a private land owner(s).
4.3 Specifications for the release camp.
4.4 Control of elephant population size.
4.5 If and how sex and age ratios will be manipulated.
4.6 Measures to prevent poaching.
4.7 Provision for adequate insurance.
4.8 Contingency plans to deal with elephant problems (including contact details of responsible manager, veterinary practitioner and capture operator(s)).
   (a) in the case of the fence being unable to contain the elephants;
   (b) in the case of the alteration of the habitat beyond acceptable limits.
4.9 Feeding scheme in case of a natural food supply shortfall.
4.10 Threat analysis and security plan.

Section C: Information to be provided after approval for the introduction of elephants, but before a permit may be issued

5 Details of the elephants
5.1 The complete translocation history of each individual:
   (a) origin of the elephants (e.g., location, habitat, fencing and size of reserve/farm); and
   (b) the age of elephants and selection of elephants to be translocated (e.g., exposure to tourists, fences and boma).
5.2 Serial numbers of transponders (microchips) to be inserted where appropriate.
5.3 The management of the capture, transport and keeping in boma (including sedation) of elephants, as well as the name of the acting veterinary practitioner.

Two hard copies of the management plan must be handed in at the provincial authority. The applicant will be informed in writing if the plan has been accepted/rejected or if the plan has to be amended.

ANNEXURE II
MANAGEMENT PLANS FOR CAPTIVE ELEPHANTS

A management plan for captive elephants shall contain at least all of the following information:

Section A: General information and inventory
1.1 Names of owner and manager.
1.2 Postal address.
1.3 Telephone and fax numbers.
1.4 Farm name (including all registered farm names, numbers and portion numbers in the fenced area).
1.5 Precise extent of the property and the specific enclosure details where the elephants will be kept.
1.6 Description of the land uses and activities on all neighbouring properties. Description of land uses must be specific such as irrigation farming.
1.7 Name, contact details and qualifications of an ecologist, should one have been consulted, who did the survey.
1.8 Proximity to settlements, rural communities and tribal land.
1.9 Information as to whether there is potential for enlarging the property.
1.10 Specifications of the perimeter fence and/or adequate enclosure.

Section B: Specific information relating to elephants

2.1 Purpose of keeping captive elephants and proposed uses of the elephant.
2.2 Projected elephant numbers for next 5, 10 and 20 years.
2.3 Control of elephant population sizes - management options to be used if required.
2.4 Proof of notification of neighbours.
2.5 Measures to prevent poaching, unnecessary and/or deliberate disturbances and harassing.
2.6 Provision for adequate insurance.
2.7 Contingency plans to deal with elephant problems (including contact details of responsible manager, veterinary practitioner and capture operator/s).
   (a) in the case of the fence being unable to contain the elephants;
   (b) in the case of the alteration of the habitat beyond acceptable limits.
2.6 [sic] Description of housing facilities.
2.7 [sic] Description of activities, training methods and tools used.
2.8 [sic] Identification characteristics of individual elephants to be provided to the issuing authority within 30 days after approval.
2.9 [sic] Serial numbers of transponders (microchips or any other current form of tracking for elephants more than two (2) years old) to be inserted, to be provided to the issuing authority within 30 days after approval.
2.10 [sic] Description of provisions to minimise stress and trauma to the elephants.
2.11 [sic] Description of provisions to cater for the social structure of the elephants.
2.12 [sic] Description of projected growth patterns and measures for population management.
2.13 [sic] Description of provisions relating to veterinary care.
2.14 [sic] The complete history of each individual:
   (a) origin of the elephants (e.g. location, habitat, fencing and size of reserve/farm);
   (b) the age of elephants.
2.15 [sic] Emergency procedures describing the following:
   (a) reactive and preventative procedures for elephants out of control, injured or sick elephants;
   (b) personnel emergency procedures including reactive and preventative procedures aimed at stabilizing elephants out of control and managing injured staff, guests or elephants; and
   (c) guest emergency procedures.

Two hard copies of the management plan must be handed in at the provincial authority. The applicant will be informed in writing if the plan has been accepted/rejected or if the plan has to be amended.

ANNEXURE III
SECURITY-WHEN DEALING WITH WILD ELEPHANTS

1 Elephants are wild animals and can be very dangerous if not treated with respect and caution.
2 The responsibility of safe encounters with elephant lies entirely in the hands of the field guides and land owners.
3 High standards of guest and staff safety should be maintained at all times.
4 Guides should be adequately qualified and experienced to protect the guests.
5 The following are recommended specifically:
5.1 All tourist facilities and amenities should be ring fenced with an electric fence, so should staff villages;
5.2 Where river frontage occurs an electrified cabled fence must be erected to keep elephant out of tourist camps; and
5.3 Fencing of sewage ponds and rubbish pits with electrified fence.
6 Regarding vehicles, the following is recommended:
6.1 Expanded mesh should be attached to vehicles to at least cover the height of the legs of guests and doors must be present in the cab to protect the driver and his passenger;
6.2 All vehicles must be reliable and in a good running mechanical condition and be fitted with adequate spare wheels and repair kits;
6.3 Functional radios are essential;
6.4 Well-prepared emergency action plan;
6.5 When guests drive on their own the following should be supplied:
   6.5.1 Information on the potential dangers of elephants (e.g. cows with calves);
   6.5.2 Information on how to identify, approach and behave near bulls in must; and
   6.5.3 Strict regulations of how to behave near wild elephants:
      (a) Not to drive off road;
      (b) Not to follow the elephants;
      (c) To respect the elephants at all times;
      (d) To always allow them the right of way;
      (e) To drive off slowly if they get too near;
      (f) Not to cut off their path especially when more than one vehicle present;
      (g) Not unnecessarily increase the noise emitted by the motor vehicle engine; and
      (h) Not to leave the vehicle.
ANNEXURE IV
REQUIREMENTS FOR RELEASE CAMPS

The purpose of the release camps is to teach the elephants to respect electricity; and to enable the group to re-bond following the disruption of translocation.

1. The release camp must—
   1.1 be prepared well ahead of time;
   1.2 be inspected and approved beforehand by the issuing authority;
   1.3 be easily accessible by large, low-bed transport trucks with access roads able to adequately carry such vehicles, due consideration be given to all bridges and culverts and large trees;
   1.4 be located adjacent to the centre of the protected area or registered game farm;
   1.5 have access and use of a water source;
   1.6 be a minimum width of 100 metres;
   1.7 be a minimum area of two hectares for every six elephants;
   1.8 have adequate clean drinking water;
   1.9 include a possibility for mud-wallowing with a solid cement or rock floor and supplied with water to prevent small calves from becoming trapped; and
   1.10 is sufficiently vegetated to provide security and shade for the elephants.

2. The fence of the release camp must—
   2.1 have a minimum height of 2.4 metres;
   2.2 be constructed using steel railway tracks lines or steel poles filled with concrete as uprights set in concrete ten metres apart;
   2.3 have a minimum of five strands of steel cables, each having a minimum diameter of 16 mm, one placed at ground level and thereafter at minimum intervals of 500mm. The cable must be strung on the inside of the poles except at the corners, where it must go around the outside of the corner post;
   2.4 have a galvanised veldspan fence erected from ground level to the top of the fence with steel droppers, each having a minimum top width of 100mm, placed at intervals of one metre apart;
   2.5 be electrified in the following manner—
      (i) five strands of wire;
      (ii) the offsets must be to the inside;
      (iii) a voltage of 6 000 – 9 000 V should be maintained;
      (iv) the bottom strand must be 300 mm above ground level. The second strand must be 1.0 m above ground level and the remaining strands are to be spaced approximately 500 mm apart. The top strand must be placed at the top of the fence with an additional earth strand. Double offset brackets should be used for all strands, especially when bulls are introduced;
      (v) the offsets must be five metres apart to prevent the elephants from causing a short when they push against the fence; and
      (vi) if elephants are ranging on the property outside the release camp, it is essential that the paddock is also electrified with three strands on the outside.
   2.6 where adult bulls are to be introduced, be reinforced with the following—
      (i) additional earthing that can be obtained by wetting the area directly inside the fence prior to the animals arriving;
      (ii) a second inner electric fence erected two metres inside the perimeter of the paddock fence using Y metal standards or using good quality offset brackets;
      (iii) spanning electrified strands across the corners of the release camp. It is advisable to construct a paddock of 2 hectares, so as to ensure that the elephants do not run through the fence in panic, and so that they have sufficient food during their stay. Additional re-enforcement of the gate can be achieved by using horizontal steel poles; and
   2.7 not be near large trees that the elephants may push onto the fence and cause a short.

3. The offloading ramp must—
   3.1 be placed outside the fence;
   3.2 be at least 2.4 m wide and 1 m high;
   3.3 have containing walls that are—
      (i) three metres high;
      (ii) reinforced;
      (iii) constructed with steel poles that are concreted into the ramp; and
      (iv) are sufficiently strong to prevent the elephants from pushing them over when off-loaded; and
   3.4 have a gate that—
      (i) separates the offloading ramp from the release camp;
      (ii) is constructed of heavy steel;
      (iii) is electrified when closed;
      (iv) is reinforced by thick horizontal poles pushed through steel brackets after the elephants have been offloaded;
      (v) is additionally reinforced if bulls are to be introduced; and
      (vi) is six metres wide;
      (vii) is of a sliding design; and
      (viii) can be opened remotely with a cable or rope, if necessary.

ANNEXURE V
ELECTRIFICATION OF PERIMETER FENCES

A perimeter fence to an area in which an elephant population is kept must be electrified in accordance with the following
1. The fence must have at least three strands of electrical wires that are structured in the following manner:
   1.1 each strand must have a minimum diameter of 2.24 mm;
   1.2 a minimum of two electrified strands, one at 1.0 - 1.5 m and the other at the top. In situations where electrification cannot be relied on, the fence must be strong enough to contain elephants without electrification;
   1.3 the second strand must be 1.5 m above ground level with 225 mm or 450 mm double offset brackets;
   1.4 the top strand must be on the top of fence with 450 mm double offset brackets; and
   1.5 an earth strand must be affixed to the double offset brackets 10 cm on the inside of each live wire strand; ideally earth pegs should be every 100 to 200 metres apart to achieve minimum voltage.

2. A minimum voltage of 6 000 V must be maintained on the whole perimeter.

3. Energizers must be large enough to maintain at least 6 000 V over a distance of 8 km and should not release less than 6 Joules.

4. Danger signs indicating electrified fencing and elephants must be erected on the fence at regular intervals and all likely points of human contact.

ANNEXURE VI
FLOW DIAGRAM RELATING TO MANAGEMENT OPTIONS
ICS 65.020.30
ISBN 0-626-15004-3

SANS 10379:2005
Edition 1

SOUTH AFRICAN NATIONAL STANDARD

Zoo and aquarium practice
SANS 10379:2005
Edition 1

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Abstract

Specifies provisions for the management and operation of all zoos and aquariums, including reptile parks, crocodile farms, lion parks, bird parks, insectariums and any combination of these. It includes provisions for management systems, the husbandry and welfare of animals, conservation and research practices, and educational and recreational aspects.

Keywords

animal housing facilities, animal husbandry, animals, animal welfare, aquariums, birds, education, hygiene, insects, management, marine mammals, nature conservation, procedures, quality management system, recreation facilities, reptiles, underwater, zoos.

Foreword

This South African standard was approved by National Committee StanSA SC 5140.38C, Steering committee for nature conservation – Zoological gardens, in accordance with procedures of Standards South Africa, in compliance with annex 3 of the WTO/TBT agreement.

Annexes A, B and C are for information only.

Introduction

Zoos and aquariums wish to be recognized as being effective and trusted public centres maintaining the highest possible standards of both in-situ and ex-situ conservation, education, research practices, and animal husbandry and welfare. This standard has been drawn up as a means of defining the manner in which South African zoos and aquariums should operate in the fulfillment of this vision.

Where applicable, this standard is intended to be used as a reference. Implicit in the principles of modern zoos and aquariums are the following concepts:

a) permanent siting of the entity;

b) a supportive environment for the animals, personnel and the public;

c) active involvement in the maintenance of biodiversity;

d) management for the wider benefit of the community; and

e) provision of educational opportunities for learning about animals and their habitats.
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Zoo and aquarium practice

1 Scope

This standard lays down provisions for the management and operation of all zoos and aquariums, including reptile parks, crocodile farms, lion parks, bird parks, insectariums and any combination of these (referred to in this standard as "institutions", see 3.12). It includes provisions for management systems, the husbandry and welfare of animals, conservation and research practices, and educational and recreational aspects.

This standard does not cover the management or operation of circuses, pet shops and commercial breeding operations that are not open to the public, or animal rehabilitation facilities.

2 Normative reference

The following normative document contains provisions which, through reference in this text, constitute provisions of this standard. All normative documents are subject to revision and, since any reference to a normative document is deemed to be a reference to the latest edition of that document, parties to agreements based on this standard are encouraged to take steps to ensure the use of the most recent edition of the normative document indicated below. Information on currently valid national and international standards can be obtained from Standards South Africa.


3 Definitions and abbreviations

NOTE: The meaning of defined terms is determined by context, but in cases of dispute concerning meaning, the decision of the authority administering this standard is final.

For the purposes of this standard, the following definitions and abbreviations apply:

3.1 acceptable
acceptable in terms of international norms

3.2 adequate
sufficient and suitable for the intended purpose
3.3 animal
mammal, bird, reptile, amphibian, insect or other multi-cellular organism that is not a plant or a fungus, to which the provisions of this standard apply

3.4 captivity
state wherein animals are kept by human beings, whereby the animals' day-to-day needs, welfare and wellbeing are subject to human intervention and care

3.5 competent
capable of executing one's duties effectively

3.6 ethology
study of the cause and function of animal behaviour under natural and captive conditions

3.7 environmental enrichment
process of improving the functional adaptation of animals in captivity by ensuring optimal reproduction, or improved health and wellbeing, or both

3.8 exotic animal
species whose normal distribution does not naturally occur within the recognized boundaries of the relevant country that adopts this national standard

3.9 euthanasia
bringing about of a humane death without unnecessary pain or suffering

3.10 IATA
International Air Transport Association

3.11 indigenous animal
animal that occurs naturally within the recognized boundaries of the relevant country that adopts this national standard

3.12 institution
zoo or aquarium including reptile park, bird park, insectarium and any combination of these, as defined in 3.24

3.13 IUCN
International Union for the Conservation of Nature and Natural Resources

3.14 justifiable
supportable by argument
3.15  
**normal behaviour**  
behaviour that occurs at a frequency, duration and intensity within the range expressed by wild conspecifics

3.16  
**pet**  
animal kept in a household for companionship and amusement

3.17  
**specimen**  
animal, or organ, gamete, part or product derived therefrom

3.18  
**suitable**  
appropriate for the intended purpose

3.19  
**technical**  
non-administrative in nature

3.20  
**veterinarian**  
person registered as a veterinarian in accordance with the relevant national legislation (see annex A)

3.21  
**welfare**  
provision of circumstances that contribute to the wellbeing of the animal

3.22  
**wellbeing**  
homoeostasis  
tendency towards a relatively stable equilibrium between interdependent elements, especially as maintained by physiological and psychological processes

3.23  
**wild animal**  
species of animal not normally domesticated in the relevant country that adopts this national standard

3.24  
**zoo and aquarium**  
permanent legal establishment, primarily open to and administered for the visiting public, for the ethical maintenance and exhibition of living organisms for the demonstrable purposes of education, conservation and research

4 **Management systems**

Each institution (see 3.12) should establish and maintain a management system appropriate to the scope of its activities and the provisions of this standard, and should have a documented collection plan.

**NOTE**  
SANS 9001 gives an example of requirements for a quality management system.
5 Conservation

NOTE For further information see B.1.

5.1 Institutions should perceive themselves as having an important and influential conservation capacity. This recognition should be evident by means of an operational declaration made by the chief executive officer (CEO) of the institution to this effect.

5.2 The main objectives for holding animals in an institution should be for demonstrable conservation, educational or research pursuits.

5.3 All institutions should participate in a demonstrable manner in at least one of the following conservation-related practices:
   a) ex-situ or in-situ research from which conservation benefits accrue to species;
   b) staff training in relevant conservation skills;
   c) exchange of information relating to species conservation; and
   d) structured captive breeding, repopulation or reintroduction of species into the wild.

Involvement in such activities should be measurable, recognized and endorsed by the relevant authorities or regional zoo association or chapter thereof (see B.1.3).

5.4 All institutions should promote public education and awareness in relation to the conservation of biodiversity, by at least providing information about the species exhibited and their natural habitats.

5.5 All institutions should be active and contributing participants in captive species management programmes recognized and endorsed by the relevant regional zoo association or chapter thereof (see B.1.3).

5.6 All institutions should have a measurable policy regarding the conservation of energy and water, the cycling of waste and waste reduction and the environmentally sustainable operation of the facility as a whole.

5.7 All institutions should strive to develop an integrated approach to conservation that encompasses all elements of the institution's operation including collection planning, exhibiting, sustainable operation, in-situ support, research, education and marketing.

6 Education

NOTE For further information see B.2.

6.1 Conservation education should be included in the mission statement of all institutions.

6.2 All institutions should have a written education plan, including goals and objectives and pathways for their achievement. The education plan should take account of the following:
   a) at all times, the education message should be relevant to the person or group addressed;
   b) the education message should be well defined and holistically presented in terms of the integrated conservation approach of the institution;
c) the conservation message should be applicable to schools, so as to address the requirements of outcomes-based education and curricula;

d) the conservation message for the public at large should be cross-curricular, and should attempt to address situations facing people in their everyday circumstances;

e) the message should be simple and easy for all ages to understand and interpret;

f) the conservation message should be demonstrable to all visitors to the institution;

g) the message should be positive, attractive and inviting;

h) institution-based education should take into consideration the cultural, ethical and ethical differences amongst different groups of people with regard to the utilization of natural resources; and

i) transfer of skills should be a strong part of any educational programme.

6.3 The education programme should be the responsibility of the CEO or his or her deputy. If possible, at least one paid staff member, with experience or training in education, should be employed in the education department of the institution.

6.4 Education staff members should be involved in exhibit design, graphics, interpretation and all structured programmes for visitors.

6.5 Every attempt should be made to collaborate with the national education authority and other zoos as widely as possible.

6.6 A resource centre with adequate reference material should be available.

6.7 All education programmes should be evaluated regularly.

6.8 If volunteers are used for education, adequate policies and procedures for recruitment, training, management and evaluation should be in place. Institutional staff, volunteers and tenants should understand the role they play in educating the public and they should actively participate in all aspects of the educational programme.

7 Research

7.1 Institutions should be able to demonstrate that research in its broadest definition is encouraged.

7.2 The responsibility for ensuring this rests with the CEO or his or her deputy. If possible, at least one paid staff member with research experience or training, should be employed to undertake at least some level of research.

7.3 At the very least, institutions should ensure that a collection of relevant data from the animals is kept in their facility. The institution should ensure that this information is used in a scientific manner so as to benefit the animals concerned.

7.4 In any research, care shall be taken to comply with all relevant legislation (see annex A) and the research shall be subject to ethical review.
7.5 Where institutions are not able to undertake their own research projects, they should get involved with research programmes of an in-situ or ex-situ nature, by collaborating with scientists operating in the field who have presented a research protocol acceptable to the ethics committee of the institution. This could be achieved by assisting with manpower, funding or access to facility resources.

8 Husbandry and welfare of captive animals

NOTE For further information see B.3.

8.1 General

8.1.1 The World Zoo Conservation Strategy of the World Association of Zoos and Aquariums actively identifies responsible institutions as being those that consider animal welfare issues. All institutions should ensure the welfare of the animals under their care and should afford protection to those animals, in compliance with the relevant Acts and Regulations (see annex A).

8.1.2 All institutions should provide suitable environments to the animals in their care, and in so doing should consider the following:

a) an animal’s motivations to perform functions and behaviours important to itself; and

b) the cognitive aptitudes and requirements of some animals will have a direct bearing on the nature and complexity of the environment they require.

8.1.3 A balance should be achieved between the provision of enclosures that fulfil the needs of the animal and the demands of the visitor to the institution for aesthetically appealing institution enclosures.

8.1.4 Institutions should determine the requirements of species and, where possible, individual animals, and assess their ability to effectively supply those requirements, particularly in relation to the long-term accommodation and care of animals.

8.1.5 Institutions should not wilfully acquire and maintain animals for which they cannot reasonably provide the appropriate species’ requirements as well as the requirements outlined in this standard.

8.1.6 The assessment of species’ requirements should be based on an understanding of the species in the context of its natural history, ethology and captive husbandry. The needs of an individual animal may differ from the norms for the species and provision should be made to assess and supply those needs.

8.2 Enclosure and environmental design

8.2.1 The requirements of the species should direct the design and management of the institution enclosures and the enclosures should provide resources consistent with the species’ requirements. Animal enclosures should be designed to meet the physical, physiological and psychological requirements of the animal, and provisions should be made in this regard to include:

a) allowing the animal opportunities of expressing most normal expected behaviours;

b) allowing the animal opportunities to attain environmental protection and comfort;

c) the appropriate challenges and stimulation;

d) protection from continual fear and defence reactions;

e) protection from distress and injury; and

f) effective management including hygiene, veterinary care and health matters.

8
8.2.2 Enclosure design should specifically make provisions and allowances to include the following environmental welfare factors:

a) **Environmental security**: An animal should have a safe haven or retreat in which to rest and feel secure and which is always accessible. An area of refuge is particularly important for shy and nervous animals that might need to escape from public viewing. Such an area can be a den, an elevated resting place, sufficient space in the enclosure to cater for the animal's defence reactions and exceed the animal's flight distance, a burrow or equivalent structure, nests with nesting materials or, for some species, companions or compatible conspecifics. Appropriate shelter should be provided against environmental conditions and should always be spacious and accessible to all animals in an enclosure.

b) **Environmental complexity**: The long-term captive environment should be sufficiently complex to allow an appropriate range of locomotor activities, sensory stimulations and species' behaviours conversant with balanced resources and animal requirements. These might include walking, climbing, swinging, running, swimming, diving, burrowing, flying, smelling and foraging, as appropriate to the species and individual animals. Factors such as an animal's nocturnal or diurnal requirements should also be considered.

c) **Environmental challenge**: An animal should be able to obtain fulfilment for appropriate courses of action and be in a situation where it can make demands on the environment that have the probability of being satisfied. Environmental enrichment devices and programmes should be used to create opportunities for achievement to give animals control over their environment.

d) **Environmental novelty**: An element of unpredictability should be included in captive environments whilst maintaining animal and public safety. Novelty should involve the rotation of environmental furniture, behavioural toys and management regimes. Novelty and routine should be balanced appropriately. Captive environments should not remain static and inconsistent with the species' requirements.

8.2.3 The following behavioural checklist should be used to identify important behavioural considerations for each species:

a) feeding behaviour;

b) excretory and elimination behaviour;

c) agonistic and aggressive behaviour;

d) sexual and reproductive behaviour;

e) relaxation behaviour;

f) comfort-seeking behaviour;

h) investigatory behaviour;

i) mimicry and group behaviour;

j) care-seeking behaviour; and

j) care-giving behaviour.
8.2.4 For every animal, specific requirements should be considered in relation to any possible:

a) species-specific physiological needs,

b) particular social requirements, and

c) behavioural developments over an animal’s life span and the impact and demand these would have on the animal’s environment.

8.2.5 Specific physiological requirements of animal species should determine their suitability for specific institutional environments. Institutions should determine which animals or species are not suitable in certain regions or under prevailing conditions and the institution should not keep such animals unless the appropriate physiological environmental requirements of that animal or species can be provided.

8.2.6 Group composition, sex ratios and the number of animals in an enclosure should be suitably catered for.

8.2.7 Animals of social species should normally be maintained in compatible social groups. Individuals should only be kept isolated for conservation reasons, veterinary treatment and hospitalisation, for the benefit of the individual, the group, or other justifiable reasons and where such isolation is not detrimental to the individual animal.

8.2.8 Inter-species interaction should be monitored, recorded and reviewed in mixed species environments. Where detrimental conflict arises, species should be separated.

8.2.9 Enclosures should be of a size and design, and animals should be so managed as to:

a) prevent animals within herds or groups being unduly dominated by individuals, resulting in excessive physical or psychological stress (or both);

b) avoid the risk of persistent and unresolved conflict between herd or group members, or between different species or age groups in mixed exhibits;

c) ensure that the physical carrying capacity of the enclosure or system is not over-burdened;

d) prevent an uncontrolled build-up or spread of internal and external parasites and pathogens;

e) remove any refuse and allow drainage of wastewater and excess rainwater; and

f) allow for appropriate human intervention including capture, handling, cleaning and maintenance, and general husbandry practices.

8.2.10 Animals should not be provoked for the benefit of the viewing public. Institutions should take adequate safety measures to prevent the animals being provoked or stressed by visitors and, where relevant, excessive disturbances and stress being caused by the presence of animals in adjoining enclosures.

8.2.11 Suitable and separate, if appropriate, accommodation for pregnant animals and animals with young should be available in order to minimize unnecessary stress.

8.2.12 Animals temporarily accommodated away from others should not be separated for such a period of time, or in such a way that there would be difficulties in their re-introduction to the group or, if difficulties arise, the introduced animal should be removed and housed elsewhere.
8.2.13 Animals destined for rehabilitation should not be used for public-animal contact.

8.2.14 The temperature, ventilation, lighting (both level and spectral distribution), humidity and noise levels of enclosures should be suitable for the comfort and wellbeing of the particular species of animal at all times. In particular,

a) consideration should be given to the special needs of pregnant and newly born animals,

b) newly-arrived animals should be allowed to become fully acclimatized into their new environment,

c) tanks for aquatic animals should be adequately aerated according to the number of animals kept in each tank, and should be heated or cooled according to the needs of the species, and other environmental parameters (for example, salinity and water quality) should be suitable for the species,

d) accommodation should provide adequate shelter and comfort that will protect against extremes of sunlight, heat, draughts and cold, rain and snow, compatible to the species' requirements, and

e) consideration should be given to the isolation of pools for dolphins and certain fish species against sound and vibration.

8.2.15 Enclosures and barriers to enclosures should be maintained in a condition and manner that presents no likelihood of harm to animals and will incorporate such reasonable measures as may be required to confine the animals. In particular,

a) barriers should be erected and positioned in a manner that allows a reasonable flight or safety distance between visitors and contact with the enclosure,

b) enclosures should always be constructed to fully ensure the safety of animals, personnel and visitors,

c) any defect noted in an enclosure barrier or in any appliances or equipment within animal enclosures likely to cause harm should be repaired or replaced, or the animal should be relocated immediately,

d) any vegetation capable of harming animals should be kept out of reach of the animals concerned,

e) water-filled and dry moats used for the confinement of animals should provide a means of escape back into the enclosure for animals falling into them,

f) any natural materials (for example, plants and their products, such as seeds or fruit) or any introduced non-natural materials (for example, paint, chemicals, rubber, plastics, treated substrates and treated water) should be assessed for toxicity to the species held before use,

g) the design and construction of the enclosure should ensure that the animal does not escape, and is deterred from attempting to escape, and

h) fire hazards should be identified, and personnel should be trained and equipped to deal with fires.

8.2.16 All plant and fixed equipment, including electrical apparatus, should be installed and maintained in such a way that they do not present a hazard to animals, and that their safe operation cannot be disrupted by the animals.
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8.2.17 Where environmental quality is dependent on external utilities (for example, water and electricity), adequate backup facilities should exist in case of failure.

8.2.18 Adequate provision should be made for servicing, maintenance and uninterrupted operation of life-support systems.

8.2.19 Tools and other portable equipment should not be left unattended in places where they could cause harm to animals, provide a means of escape, or serve as missiles.

8.2.20 Extraneous matter likely to cause harm in animal enclosures should be cleared as soon as possible.

8.2.21 Proper standards of hygiene in enclosures and treatment rooms should be maintained. In particular,

a) special attention should be given to the management and appropriate cleaning of enclosures and equipment within them to reduce the risk of disease and, in the case of aquatic animals, there should be daily monitoring of water quality,

b) suitable cleaning agents should be readily available, along with a supply of water and the appropriate safe means to apply them, and they should be applied only by trained personnel, and

c) advice from a veterinarian or other competent person should be obtained and followed regarding the routine cleaning and sanitation requirements of enclosures or other areas, and particular attention should be paid if an infectious disease is identified in any animal.

8.2.22 There should be a compromise between environmental hygiene requirements and the biological requirements of the animal. Management should strive to attain this compromise.

8.2.23 The drainage systems of all enclosures should be capable of efficiently removing all excess water.

8.2.24 Trees within or near animal enclosures should be regularly inspected and lopped or felled as necessary to preclude animals being harmed by falling branches, toxicity or trauma. Trees and climbing plants should be pruned to prevent the escape of any animals.

8.2.25 Enclosures should be designed to allow for animals' normal defence reactions and appropriate flight or escape distances.

8.2.26 Surfaces, fittings and substrates in an enclosure should be carefully chosen so as not to be harmful to the animals.

8.3 Feeding and food hygiene

8.3.1 Feeding

8.3.1.1 Feeding practices should make provision for the following needs:

a) Food of the appropriate nutritive value, quantity, quality and variety, appropriate to the animals' condition, age and size, and physiological, reproductive and health status.

b) The behavioural requirements and motivations of the animal. The appropriate method of food presentation should be determined for each species. Factors to be considered include:
1) the position within the enclosure for feeding, for example, animals might require to be fed off the ground or in a den;

2) the form in which food is presented, for example, animals might require whole-foods including carcasses, feathers, fur, bones, shells and whole plants, and public sensitivities relating to the aesthetics of whole-carcass feeding should be measured against the likely benefits to the feeding animal, and management practices should be applied accordingly;

3) the manner in which food is presented, for example, animals might be motivated to forage, root, tear, or dive for food;

4) social, family and group hierarchical structures;

5) the frequency of feeds and the occupational value of frequency feeding according to the behaviour of the species;

6) the behavioural implications of feeding. Care should be taken that feeding does not reinforce any unwanted behaviour; and

7) competition at feeding times might result in some individuals eating more than others, so several feeding sites might be necessary in an enclosure to resolve this.

8.3.2.2 Regarding the feeding of live prey, Sections 2(1) (g) and (h) of the Animal Protection Act, 1962 (Act No. 71 of 1962) outline offences relating to the liberation of animals to attack or the danger of attack by other animals* (see annex A).

8.3.2.3 The rotation of feeding times, the frequency of daily feeds, variation in the amounts and types of food fed, and the feeding method should be considered in a balanced perspective in relation to a routine feeding programme as a method of environmental enrichment.

8.3.2.4 Fresh, clean drinking water of sufficient quantity should be available in the appropriate manner at all times.

8.3.2.5 Veterinary or other specialist advice in all aspects of nutrition should be obtained and followed.

8.3.2.6 A record of all diets should be maintained.

8.3.2.7 Feeding by visitors, where permitted, should be on a selective basis only, with suitable food sold, provided or approved by the CEO or his or her deputy. Uncontrolled feeding of animals by visitors should not be permitted.

8.3.2 Food hygiene

8.3.2.1 Supplies of food and drink should be kept and prepared under hygienic conditions. In particular,

a) food and drink should be stored in specially maintained storage areas protected against dampness, deterioration and mould or from contamination by pests such as certain insects, birds and rodents;

b) supplies of perishable food and drink, other than those brought into the premises fresh on a daily basis, should be kept, where appropriate, under refrigeration;

c) preparation of food and, where appropriate, drink, should be undertaken in a separate area suitably designed and constructed, and used for no other purpose;
d) personnel should be instructed to observe strict standards of personal hygiene and should conform to good hygiene practice in the preparation of food, having due regard to the risk of cross contamination between equipment, utensils and surfaces;

e) all personnel working with food should be tested annually for tuberculosis; and

f) receptacles for food and drink should not be used for any other purposes.

8.3.2.2 Food and drink, and feeding and drinking receptacles, should be placed in positions that minimize the risks of contamination from soiling by the animals themselves, or by wild birds, rodents or other pests.

8.3.2.3 Feeding methods should be safe for animals and personnel.

8.3.2.4 Receptacles for food and water, where used, should be regularly cleaned.

8.3.2.5 Self-feeders and automated watering systems, where used, should be inspected daily to ensure that they are working effectively and are not contaminated.

8.3.2.6 Uneaten food should be removed as appropriate to maintain hygiene.

8.3.2.7 Periodic application of disinfectants in each enclosure should be made according to the directions of the authorized veterinary officer of the institution. The disinfectants should only be applied by suitably trained personnel.

8.4 Animal health and veterinary care

8.4.1 Curative and preventive veterinary medicine should be provided. Every effort should be made to provide a correct diet and suitably hygienic environment from which contaminants and pathogens are excluded or controlled.

8.4.2 Personnel should be competent in recognizing and assessing common indicators of good welfare, which include:

a) the good physical condition of an animal;

b) monitoring systems for recognizing increased incidence of disease, trauma, pain and psychological responses (stress);

c) the performance and development of normal and expected behaviours;

d) normal levels of development, growth, reproduction and life expectancy;

e) an animal's active interaction with the environment and the expression of appropriate and expected behavioural repertoires, including relaxation and play behaviour; and

f) a confident, vigilant (not excessive) animal that reacts well to new or unexpected stimuli.

8.4.3 An auditable record should be kept by the personnel in direct charge of the animals, indicating changes to the prescribed diet, health checks, any unusual behaviour or activity or other problems and remedial action taken.

8.4.4 A comprehensive programme of care should be established and maintained under the supervision of a veterinarian who is familiar with current practice in the care of institution animals, particularly of the species maintained in the collection. The veterinarian should make arrangements to meet any appropriate ethical and legal responsibilities. The animals should be handled and cared
for only by personnel who have adequate training and experience in the handling of the individual species of animal.

8.4.5 Communication and delegation of responsibilities between the veterinarian and institution personnel is of utmost importance and each party should understand its responsibilities.

8.4.6 The veterinarian should be responsible for, or be actively involved in the tasks listed below:

a) routine inspections of all the animals in the institution;

b) the treatment and preventive medication protocols of the institution;

c) health monitoring of animals, including submission of blood and other samples for laboratory examination;

d) safe and proper collection, preparation and dispatch of diagnostic and other samples;

e) training of institution personnel in health and hygiene;

f) ensuring that post-mortem examinations of dead animals are carried out whenever possible;

g) supervision of quarantine premises and other such tasks required by law or as part of good institution veterinary practice;

h) nutrition and the compilation of diets; and

i) the establishment of written procedures to be followed in the event of the accidental use of dangerous drugs.

Where these tasks are to be carried out by someone other than the veterinarian, a suitably qualified or appropriately trained member of staff should be nominated to carry out the task, for example, a laboratory technician or veterinary nurse.

8.4.7 The level of veterinary facilities and care should be consistent with the overall welfare needs of the animals.

8.4.8 Comprehensive records should be kept covering the following:

a) preventive medicine;

b) clinical medicine and surgery;

c) pathological results from diagnostic testing; and

d) results of post-mortem examinations.

8.4.9 There should be systems for regular review, by the relevant veterinary and curatorial personnel, of clinical, behavioural and pathological records and mortality. Husbandry and preventive veterinary practices should be reviewed where problems become apparent.

8.4.10 Institutions should confirm that the institution, and a local hospital, or their veterinarian has readily available antidotes to potentially toxic drugs and veterinary products used at the institution.

8.4.11 If there is no in-house veterinarian, a competent member of personnel should be readily available at all times to take decisions regarding the euthanasia of sick animals on veterinary advice. There should be provision for an effective humane method of euthanasia and standard written protocols should be established (see 8.6).
8.4.12 Adequate facilities should be available either at the institution or within a reasonable distance from the institution for the post-mortem examination of all species held at the institution.

8.4.13 Nursery facilities should be available for hand-rearing and nursing of animals.

8.4.14 Particular attention should be paid to hygiene in the quarters where isolated or quarantined animals are kept.

8.4.15 Protective clothing and utensils used by personnel in the isolation area should be used, cleaned and stored only in that area.

8.4.16 Dedicated off-display quarantine accommodation should be available for the isolation and examination of newly-arrived animals, and for the care of unduly distressed, sick or injured animals.

8.4.17 Newly-arrived animals should be kept isolated or in quarantine for as long as is necessary or in accordance with the veterinary import permit issued by the relevant authority (see annex A), to ensure proper examination, acclimatization and quarantine of new arrivals before being introduced to other animals in the collection.

8.4.18 Clinical waste and refuse should be regularly removed and disposed of in a manner approved by the municipal authority. For animals that are in quarantine, this is usually supervised and controlled by the State Veterinarian of the area or district.

8.4.19 A safe and effective programme for the control or deterrence of pests (including feral cats and birds) and, where necessary, predators, should be established and maintained throughout the institution.

8.4.20 Personnel should be instructed to report, in confidence, any medical condition or disability which might affect his/her capacity to manage the animals in a safe and competent manner. Keeper personnel should be instructed to report immediately if they contract or were in contact with any infection that they have reason to believe could be transmitted to, and adversely affect the health of any animal, and management should then take appropriate action.

8.4.21 Specialist techniques used on animals to make them safe for exhibition(s) or to allow them to be exhibited in a particular way (for example, the pinioning of waterfowl) should be kept under continual review.

8.4.22 Care should be taken that exotic and indigenous animals do not transmit diseases to one another.

8.4.23 All personnel that work with animals, and especially those working with primates, should be tested annually for tuberculosis.

8.4.24 Precautions should be taken to ensure that animals imported from abroad are free of all known infectious viral, bacterial and protozoan diseases, and have been treated for internal and external parasites.

8.5 Veterinary facilities

NOTE: For further information see annex B.

8.5.1 Adequate facilities should be available at the institution for routine or emergency examination of animals. Where these are basic, specialized clinical facilities should be available within a reasonable distance. There should be adherence to both legal standards and codes of practice relating to radiography, storage and use of drugs and firearms.
8.5.2 Where a full-time veterinary service is located at the institution, the facilities should be adequately equipped for the reasonable and foreseeable veterinary needs of the collection.

8.5.3 Where a full veterinary service is not available at the institution, a dedicated treatment room should be provided at the premises and be available at all times for the use for the route examination and treatment of animals. The room should be of sufficient size for the purpose, have washable floor and wall surfaces, and be maintained in a clean condition with adequate drainage. There should be minimum facilities that should include:

a) an examination table;

b) hot and cold running water;

c) appropriate ambient temperature;

d) adequate ventilation;

e) adequate lighting; and

f) electrical power.

8.5.4 Facilities for the isolation and treatment of aquatic animals should be available. These should include separate holding tanks of appropriate dimensions to cope with the full range of species within the collection, and the different water types (temperate, tropical, freshwater and seawater). Systems of catching and moving sick fishes to the treatment facility should be in place, particularly for large fishes. Treatment tanks should be isolated from other water systems.

8.5.5 Facilities for collecting, restraining, treating and, if necessary, for the administration of general anaesthesia, for euthanasia and for the after-care of all species kept at the institution should be available. These should be made available to the veterinarian within a period that minimizes unnecessary suffering to sick animals.

8.5.6 All drugs, vaccines and other veterinary products should be kept safely under lock and key with access by authorized persons only. Regular inspection should be carried out by the veterinarian and expired drugs removed. Full records of drug stock, usage and disposal should be kept.

8.5.7 Medical products should only be administered in accordance with the treatment protocols of that institution.

8.5.8 All used, unwanted or contaminated veterinary equipment should be disposed of safely, in accordance with current legislation.

8.6 Euthanasia

8.6.1 Persons performing euthanasia should only do so in accordance with legislation and acceptable practices.

8.6.2 Euthanasia of animals should be recognized as an acceptable procedure and management tool, and may be justifiable under certain conditions, including the following:

a) when recommended by a veterinarian;

b) when irresolvable stress or conflict prevails and where changes in social structure result in distress, and where there is no option of release;
c) when an institution operator is unable to ensure acceptable facilities and conditions for animals and where there is no option of release;

d) when an animal poses a danger and unavoidable threat to human safety;

e) where no other suitable accommodation can be found for the animal;

f) in cases of old age, non-breeding or severe injury; and

g) where no other suitable option exists.

8.6.3 An institution operator should have a policy and standard operating procedure for the euthanasia of animals. Such policies and procedures should demonstrate the following:

a) information and guidance relating to euthanasia, including emergency methods received from a veterinarian;

b) facilities and equipment to perform euthanasia upon all animals kept, are available and serviceable at all times including emergencies under emergency conditions; and

c) competent trained personnel with access to the necessary facilities and equipment are available and contactable at all times.

8.6.4 The euthanasia of animals including mice, rats, guinea pigs, rabbits and birds destined to be fed to other animals should also be carried out ethically and in accordance with recognized welfare standards. A zoo operator should ensure that all zoo personnel are fully aware of acceptable euthanasia methods and are trained and experienced in those methods.

9 Transportation and movement of animals

9.1 General

The transportation and movement of animals should conform to all relevant legislation, standards and guidelines relating to permits, mode of transport, veterinary requirements, containment and welfare.

9.2 Welfare during transportation

9.2.1 Detailed consideration should be given to the wellbeing of animals being transported, including transportation within institution premises and transfers from one institution to another.

9.2.2 Changes in an animal's normal behaviour could be expected as a reaction to being moved and transported, and every precaution should be taken to ensure the safety of the animal, other animals, personnel and other persons.

9.2.3 Any transfer of an animal is potentially stressful for the animal and this should be considered at all times. If the stress is severe, appropriate steps should be taken (such as the use of tranquilizers) to reduce the level of stress as much as possible.

9.3 Responsibilities

9.3.1 A competent person should be appointed for ensuring the health, wellbeing and security of the animals being transported and such a person should carry written authorization from that institution.
9.3.2 Before any animal is transported, the responsible person should ensure that all relevant transport arrangements have been attended to, including vehicle suitability, route plans, permits and any necessary en-route facilities.

9.4 Transportation facilities

Facilities that are suitable for lifting and crating of all types of animals kept within the institution and transportation to destinations both inside and outside the institution should be readily available.

9.5 Transportation standards

9.5.1 Where appropriate, the conditions and facilities as required by IATA for the transportation of animals internationally should be used as minimum guidelines. Transport conditions and facilities should be specifically designed for the species being transported.

9.5.2 All transport, accommodation and facilities should be free of projections, fittings or structures that might pose a risk of injury to the animals being transported.

9.5.3 Ventilation should be suitable to allow the animals being transported appropriate airflow and optimal wellbeing.

9.5.4 The flooring of all transport containers should ensure, where appropriate, secure footing for the animals. As appropriate to the species and the circumstances, bedding or absorbent material should be provided on transport cage floors.

9.5.5 Where appropriate to the species, provision should be made to adequately supply animals with drinking water on long journeys.

9.5.6 Prevailing and expected climatic conditions should be taken into account and immediate action should be taken to correct the effect of adverse extremes if they are encountered or anticipated.

9.5.7 Contingency plans should be made to counter the effects of unplanned delays in transportation, especially where such delays might subject the animals to excessive heat, cold, thirst or hunger.

9.5.8 Appropriate equipment, drugs, tools and supplies should be readily available to deal with eventualities and accidents that could reasonably occur during all phases of the transportation process.

9.5.9 Animal records should accompany all animal transfers. As a minimum requirement, the records should provide the recipient with sufficient information to adequately accommodate, feed and treat (if applicable) any animal being transferred.

10 Record keeping

NOTE For further information see annex B.

10.1 Records should be kept and maintained of all individually recognizable animals and groups of animals in the institution. Where possible, animals should be individually identified.

10.2 Records should be kept either on card index or computer, or any other retrieval system from which information can be easily extracted.

10.3 Provision should be made for long-term archiving in a secure format.
10.4 The records should provide the following information:

a) identification and scientific name;

b) origin (i.e. whether captive-born or wild, including identification of parents where known and previous locations, if any);

c) dates and details of entry into, and disposal from, the collection;

d) date, or estimated date of birth or hatching;

e) sex (where known);

f) any distinctive markings, including tattoos, freeze-brands, rings or microchips;

g) clinical data, including details and dates of any treatment given;

h) behavioural and life history data;

i) food and diet; and

j) date of death and result of any post-mortem examination and laboratory investigations.

10.5 An annual stock list or inventory of all animals should be kept. If required, a copy should be forwarded to the relevant authorities.

11 Personnel and training

11.1 Institutions should have at least one full-time officer (the CEO or his or her deputy) in charge of the institution at all times. The said officer should be delegated adequate administrative and financial powers.

11.2 The number of personnel and qualified or competent consultants and their levels of expertise should be sufficient to attend to all the needs of the animals under their care at all times.

11.3 The CEO or his or her deputy should ensure that all personnel who handle animals, samples or specimens (or both) or operate specific equipment and who make professional judgements, are competent. When using personnel that are undergoing training, appropriate supervision should be arranged.

11.4 The CEO or his or her deputy should formulate the goals with respect to the education and skills development of the personnel. The training programme should have procedures for identifying training needs and providing training to personnel. The training programme should be focused on present and future activities of the institution.

11.5 The CEO or his or her deputy should use personnel who are permanently employed by, or under contract to, the institution. Where additional personnel are used, the institution should ensure that such personnel are supervised and that the work they perform does not put at risk the institution's compliance with the requirements of this standard.

11.6 The CEO or his or her deputy should have job descriptions for managerial personnel and technical personnel involved in specific activities.

11.7 The CEO or his or her deputy should authorize personnel to perform specific types of activities, to operate particular types of equipment, or make professional judgements. The institution should maintain records of the relevant competence evaluations, educational and professional qualifications, training and experience of all technical personnel.
11.8 A programme of personnel training at the appropriate level should be implemented and maintained to ensure familiarity and competence of personnel within the following areas:

a) animal care;
b) animal welfare;
c) behaviour enrichment;
d) animal behaviour;
e) animal training;
f) the biology of and general information regarding the species under the employee’s care;
g) food, hygiene and nutrition;
h) basic sampling for health monitoring and diagnosis;
i) zoonoses and especially new emerging diseases;
j) information on species used in animal contact areas;
k) animal handling and transportation;
l) health and safety procedures, including first aid;
m) emergency procedures including incidents of escape, fire, natural disasters, animal attack and emergency euthanasia;

n) relevant legislation and standards; and

o) conservation education.

12 Visitor's facilities

12.1 First aid

12.1.1 In terms of the relevant legislation (see annex A), first aid equipment should be readily accessible on the premises.

12.1.2 First aid points should be adequately sign-posted.

12.1.3 An adequate number of personnel trained in first aid should be available during the institution’s usual operating hours.

12.2 Toilets

12.2.1 Adequately equipped and maintained toilet facilities should be provided commensurate with the anticipated maximum number of visitors to the institution.

12.2.2 Clean water for washing should be provided along with soap and a means of drying hands.

12.2.3 Toilets should be accessible to disabled people.
12.3 Parking

In collaboration with the local authority and local traffic authority, institutions should ensure that safe and secure parking facilities are sufficient to meet the anticipated needs and number of visitors to the institution.

12.4 Provisions for particular needs

12.4.1 Suitable shelter and seats should be provided for use, in particular, by elderly persons and parents with young children.

12.4.2 Arrangements should be made to meet the reasonable needs of special-needs visitors including the disabled.

13 Public safety

13.1 Insurance

Institutions should have such insurance, including public liability, that covers the institution, every person under contract of service or acting on its behalf, and visitors, against liability for any damage or injury which might be caused by any of the animals, whether inside or outside the institution, including during transportation to other premises. Any upper limit on the sum insured should be set at an adequate but realistic level.

13.2 Enclosures

13.2.1 Other than when under the control of authorized personnel, animals kept in the institution should be housed in escape-proof enclosures at all times or, in the case of free-ranging animals, within the perimeter of the institution.

13.2.2 Gates and doors to enclosures should be kept secured so as to prevent unauthorized entry and should be at least as strong and effective in containing the animals as the rest of the enclosure barriers. Such gates and doors should also be designed, constructed and maintained so as to prevent animals from lifting them from their hinges or unfastening the securing device.

13.2.3 Enclosures should be free from any vegetation or other items that would aid an animal escaping or attempting to escape.

13.2.4 Gates and doors to animal enclosures where visitors are admitted, and stand-off barriers should be designed, constructed and maintained so as not to trap or otherwise injure visitors.

13.2.5 Where used to contain animals, moats (whether wet or dry) should be surrounded by fences, walls, hedges or shrubbery to prevent the public from approaching too close to the edge.

13.2.6 Barbed wire, razor wire or electrified fences should be beyond the reach of members of the public.

13.2.7 Safety barriers should be designed, constructed and maintained to ensure public safety, and should prevent children climbing over, under or through them and should discourage persons from sitting on them.

13.3 Exits

13.3.1 Exits should be suitably located and adequately sign-posted.
13.3.2 Each exit should be kept clear and capable of being easily opened from inside to allow the exit of visitors from the institution. Such gates should be capable of being closed and secured to prevent the escape of animals.

13.4 Signage

An adequate number of clearly visible safety signs, providing warning by means of a symbol, words or a combination of symbols and words, should be displayed at each enclosure containing any species of dangerous animal, or where animals and visitors come into contact, or in any other circumstance that can be deemed dangerous to the visiting public.

13.5 Management and maintenance

13.5.1 Buildings, structures and areas to which the public has access should be maintained in accordance with the applicable legislation (see annex A).

13.5.2 Any area that is accessible to the public should not present an unreasonable risk to health and safety.

13.6 Protection of the public

13.6.1 Every personnel member licensed to use a firearm should undergo training with regular refresher courses and appropriate practice.

13.6.2 Firearms, ammunition and darting equipment, where provided, should be:

a) available for immediate use;

b) used by trained personnel only;

c) cleaned and maintained as recommended by the manufacturers; and

d) kept securely under lock and key when not in use or under maintenance.

13.7 Escapes

13.7.1 The institution should have a procedure that deals with animal escapes. The procedures to be adopted in the event of any escapes should be brought to the attention of and made available to all members of personnel, in a written document.

13.7.2 Appropriate emergency procedures should be instituted in case of the escape of animals from their enclosures, or if unauthorized persons should enter an enclosure. These procedures should include the use of the appropriate equipment and deployment of adequately trained personnel, and should be tested and updated regularly for any loopholes or oversights.

13.7.3 The perimeter boundary, including access points, should be designed, constructed and maintained to discourage unauthorized entry and act as an aid to the confinement of all animals within the institution.

13.7.4 Institutions should have such security in place as to minimize the risk of theft, malicious damage or release of animals by intruders entering the grounds after hours.

13.7.5 Every effort should be made to effect the recovery, live or dead, of any and all escaped animals.
13.7.6 A competent member of personnel with sufficient authority to take decisions regarding euthanasia of escaped animals should be available at all times.

13.7.7 Local conservation authorities might require notification of the escape of non-domesticated animals.

13.8 Fires

All municipal regulations regarding the prevention and extinguishing of fires should be adhered to.

14 Training of animals, shows and demonstrations

NOTE For further information see annex B.

14.1 There are only four main reasons why animals may be trained in institutions:

a) for the behavioural enrichment and stimulation of the animal;

b) to assist in their captive management such as routine husbandry;

c) to improve their wellbeing, for example, training an animal such as an elephant to facilitate routine veterinary procedures that would ordinarily require anaesthetic or other forms of unpleasant and stressful restraint; and

d) to participate in measurable and reputable educational talks and demonstrations.

14.2 Clear training objectives should be defined in relation to animal welfare, keeper safety and public safety.

14.3 Training methods should be based on operant conditioning, employing positive reinforcement techniques. Negative reinforcement and punishment techniques should never form the basis of training methods and should only be used as corrective techniques. Negative reinforcement and punishment techniques, where used, should be used responsibly and compassionately, and only through absolute necessity, and should be done under supervision and with the approval of an ethics committee.

14.4 Training areas, equipment and facilities should be suitable and should not compromise the welfare and wellbeing of animals.

14.5 Personnel involved in animal training and display should be suitably qualified, experienced and competent at ensuring the use of acceptable animal training methods and techniques. Animal trainers should be kept updated on techniques.

14.6 Training methods, programmes and ethics should be documented and approved by management before the training or display of animals. An ethical review process should be established and utilized to scrutinize animal training and display practices. Inappropriate and unethical practices should be identified and terminated.

14.7 Accurate records relating to all aspects of an animal’s training and display should be maintained, and should be of such a nature that any adverse physical or behavioural irregularities will be revealed.

14.8 Animals should not be subjected to abnormal demands and performances that compromise their wellbeing. Examples of such abnormal practices include demands made by visitors, resulting
in continuous petting or holding, or other demands causing possible negative or disturbing stimuli such as noise. In relation to any given demonstration, criteria should include justifiable and meaningful objectives and where human-animal interaction programmes exist, they should at all times be controlled, supervised, monitored and appropriate to the animal’s habituation status and capabilities.

14.9 Corresponding standards for accommodation, training and demonstration practices should apply to an institution’s animals situated off-site. Where animals are moved to other locations away from the institution, the requirements in this standard should be applied and should ensure the welfare of the institution’s animals.

15 Animal contact areas

NOTE For further information see annex B.

15.1 General

15.1.1 Only contact which is neutral or of benefit to the animals should be permitted. The wellbeing of the animals should be regularly assessed.

15.1.2 The special risks presented by and to children should be considered.

15.1.3 Caution and discretion should be exercised in the case of the removal of animals from their enclosures, since the behaviour of all animals might be less predictable when they are away from their usual enclosures. Dangerous and potentially dangerous animals should not be allowed out of their enclosures for the purpose of direct contact with the public, except where management is satisfied that such animals are not, when under control, likely to cause injury or disease. Where dangerous animals are allowed out of their usual enclosures, at least two authorized and experienced personnel members should accompany each animal.

15.1.4 The institution should have adequate hand-washing and sanitizing facilities that are close to the contact point between animals and the public. These facilities should be obviously sign-posted. The facilities should be provided with potable running water, soap and disposable towels or hot-air blowers. Supervisors should ensure that, following contact with animals, visitors wash their hands. If the situation is supervised by parents or guardians, prominent signs should recommend the washing of hands.

15.1.5 There should be adequate supervision in all contact areas, commensurate with the type of animal and the type of risk.

15.1.6 Signs prohibiting the consumption of food in animal contact areas should be displayed.

15.2 Risk assessment

All situations where the public and animals are in direct physical contact should be subject to regular annual risk assessment. The benefits of any such contact should be considered, as should any adverse effects.

15.3 Walk-through exhibits

NOTE For further information see annex C.

15.3.1 Thorough risk assessments of walk-through exhibits should be carried out and regularly reviewed.
15.3.2 Animals should be regularly and thoroughly screened for any zoonotic diseases.

15.3.3 The public should be informed of what is acceptable conduct in the presence of the animals.

15.3.4 No feeding of animals by visitors should be permitted except when strictly controlled by a member of the personnel.

15.3.5 Eating or the carrying of food, including sweets or chewing gum, by the public should be prohibited.

15.3.6 Potential harmful effects of flash photography and other devices should be taken into consideration.

15.3.7 Smoking should be prohibited.

15.4 Touch pools

15.4.1 Touch pools should be designed and constructed in such a way as to have adequate refuge areas to which animals can go if stressed.

15.4.2 Touch pools that allow direct access should be continuously supervised.

15.4.3 Animals utilized in touch pools should be rotated throughout the day to minimize stress.

15.4.4 Personnel should be adequately trained in the handling and care of the species held and the management of people around the touch pool.

15.4.5 There should be an adequate educational benefit from the exercise to justify it.

15.4.6 The mutilation of animals (for example, the removal of stings from rays) to make them safe for display in open touch pools is not permitted (see annex A).

15.5 Drive-through exhibits

NOTE For further information see annex C.

Drive-through exhibits should be subject to the prevailing local conservation ordinances relating to the establishment of game reserves (see annex A).

16 Ethical review processes

16.1 An institution should appoint its own ethics committee and should access ethics advice from other committees, individuals or advisors. It should be incumbent upon each institution operator to source competent ethical advice where it exists and implement such advice.

16.2 Institutions should have some form of ethical review process, particularly in situations where the use of animals might be in conflict with the best welfare interests of the animals. Examples of ethical issues are

a) sources and methods of acquisition of institution animals,

b) loan practices and the disposal, transfer and sale of institution animals,

c) euthanasia practices and policies,
d) surgical mutilations,

e) human-animal interaction programmes,

f) the design and appropriateness of enclosures for animals,

g) research projects,

h) education and conservation functions, and

i) welfare and husbandry practices relating to the promotion of good welfare standards and the recognition of sub-standard welfare conditions.

16.3 An institution's ethical review committee should

a) be effective in relation to allowing independent critical review and assessment of ethical issues and it should not be perceived as merely an agent of institution management,

b) consist of members including, but not restricted to, personnel – junior or otherwise, local community representation, animal welfare representation proficient in captive animal welfare, and veterinary (including behavioural) expertise,

c) work in an open and transparent manner whilst recognizing possible requirements for confidentiality,

d) be open to peer review with formal arrangements for changes to membership, rotation of chairperson, and co-option of persons with particular skills,

e) meet regularly, and

f) create mechanisms that provide for:

1) the review of husbandry practices and acceptable standards for institution animals; and

2) procedures for regular reporting to management.

17 Animal transactions

NOTE For further information see annex B.

17.1 Acquisition

17.1.1 Animal transactions and trade should conform to all appropriate national (see annex A) and international legislation, standards, conventions and guidelines.

17.1.2 An institution's primary scope of business should not be the trade in animals.

17.2 Disposal

17.2.1 An institution should not intentionally dispose of animals in any of the following ways:

a) to any laboratory conducting research or testing of any kind, unless subject to prior ethical review by the institution;

b) to any hunting concern; or
c) to any facility not conforming to national legislation or, in the instance of animals being exported outside of the Republic of South Africa, not conforming to international legislation.

17.2.2 When disposing of animals, an institution should ensure that the animals are only passed to persons or institutions with the appropriate documentation, facilities, resources and expertise.

17.2.3 To avoid problems associated with surplus animals, an institution should be responsible for ensuring that animal breeding is controlled. Breeding programmes should be managed efficiently and wisely to prevent overpopulation and to ensure that each animal or group of animals can be maintained under conditions conducive to their long-term welfare and in compliance with this standard. Particular recognition and implementation of preventative breeding practices should be afforded to species that are generally known to be difficult to house or place in institutions or captivity.

17.2.4 Only institution personnel competent at reintroducing or rehabilitating animals into the wild should do so, as the process involves specialised facilities, skills, experience and knowledge. The release of animals into the wild should be undertaken in accordance with recognized national (see annex A) and international guidelines, standards and legislation.
Annex A  
(Informative)

Acts and Regulations

The following Acts and Regulations are relevant to this standard, for the management of zoos and aquariums in the Republic of South Africa:

a) Animal Diseases Act, 1984 (Act No.35 of 1984);

b) Animals Protection Act, 1962 (Act No.71 of 1962), sections 2(1)(g) and (h) (regulations regarding the feeding of live prey);

c) Occupational Health and Safety Act, 1993 (Act No.85 of 1993); and

d) Veterinary and Para-Veterinary Professions Act, 1982 (Act No.19 of 1982).
Annex B
(informative)

Commentary

B.1 Conservation

B.1.1 One of the main criticisms directed at zoos and aquariums regarding their role in conservation are that zoos and aquariums are concerned with single, or small groups of animals, while conservation is concerned with populations and biodiversity in general. This fact needs to be kept in mind and zoos and aquariums should be conscious, at every opportunity, to connect work done by themselves to natural populations whether through creating awareness by the exhibits, through the education programmes or through research.

B.1.2 Institutions have a responsibility to operate in a manner that uses the earth's natural resources in a sustainable manner. Institutions have a variety of ways in which they may actively contribute to the ethic of nature and environmental conservation, namely:

a) in-situ

1) by providing habitat or aids to indigenous species on the grounds of the institution;

2) by ensuring that the operation of the institution is performed in an environmentally sustainable manner;

3) cooperating with other bodies in the establishment of reserves, the management of habitats and the approved translocation and protection of threatened animals and plants; and

4) encouraging environmentally responsible behaviour by visitors.

b) ex-situ

by forging partnerships with foreign zoos and other bodies that are active in areas relevant to the conservation of indigenous wildlife. Assistance can be provided in terms of funding, advice, donation of materials, secondment of staff or offers of provision of training. Potential for involvement will vary with the size of the establishment, but no matter how small, all should consider participating in captive species management programmes.

B.1.3 In South Africa, regional zoo and aquarium interests are represented by the South African chapter of the Pan-African Association of Zoological Gardens, Aquaria and Botanic Gardens (PAAZAB). PAAZAB is the only African regional zoo association recognized by the World Association of Zoos and Aquariums (WAZA). PAAZAB operates its own regional captive species management programme known as the African Preservation Programme or APP.

B.2 Education

It should be remembered that the future of species held in zoos and aquariums depends on people and the educational role of zoos and aquariums in conservation cannot be overstated.
B.3 Husbandry and welfare of captive animals

B.3.1 Animal welfare and wellbeing

This standard seeks to identify important components of animal welfare and wellbeing within the zoo environment. An animal's wellbeing is dependent upon the institution providing circumstances that positively contribute towards the psychological, and physical health of each animal.

Animals have needs relating to the expression of behaviours and a need for a suitable and comfortable environment. They also have physical needs appropriate for daily survival. The environment provided by the institution and the management systems employed will influence how these needs are fulfilled.

B.3.2 Enclosure and environmental design

Institutions should not regard environmental enrichment as an optional responsibility. Appropriate stimulation and challenges should form part of the management process and should be regarded as a necessary component of animal care and husbandry. A suitably complex environment is generally one that rarely remains static and is one that will afford an animal an opportunity to re-navigate and familiarize itself with new stimuli within its environment. Identifying behavioural, physiological, social and developmental needs of animals will assist in the design of appropriate environments.

B.3.3 Feeding

Both food and water are basic needs and the manner in which food and water are presented to institution animals is equally important. Animals can be motivated to spend a large proportion of their active time locating food.

B.4 Veterinary facilities

B.4.1 The level of veterinary services needed should be determined by the veterinarian who will often be in the best position to assess the need, but it is important that operators have access to and make use of the best veterinary knowledge.

B.4.2 In order to provide comprehensive veterinary care, an institution might choose to use an appropriately experienced external veterinary surgeon/Specialist.

B.4.3 Over and above emergency calls, there should be frequent regular advisory visits to assess general health and preventative veterinary practices. It might be feasible to extend an emergency visit into a regular visit provided that it occurs at an appropriate interval from the previous regular visit.

B.5 Record keeping

Accurate record keeping for collections of animals is an absolute necessity.

B.6 Training of animals, shows and demonstrations

Under certain circumstances, the training of animals can be a benefit to both animals and management practices. However, the training and demonstration of institution animals should be justifiable and done in a responsible way, and should be based on an animal's natural behaviour and motivations, as well as its learning and physical abilities.

From an educational perspective, institutions should only exhibit and demonstrate animals in a manner and environment that fosters respect and informative appreciation of a particular animal, its environment, and its intrinsic value.
Training programmes should ultimately result in a net welfare benefit to the animal, by considering any detrimental welfare cost factors balanced against any possible benefits to the animal associated with the training or display of such an animal.

The manner in which institution animals are demonstrated and portrayed in advertisements or other activities associated with entertainment, such as chimp's tea parties, should be reviewed by each institution in relation to community attitudes, ethics, and incumbent responsibilities towards community education, sensitization towards animals, their environments and general value systems.

**B.7 Animal contact areas**

There are advantages and disadvantages in having animal contact areas, both for the public and animals. Such advantages include the following:

a) the public might gain a better understanding and awareness of the species by being in closer contact with them;

b) enhancing the public's appreciation of the institution and its educational role;

c) controlled handling of suitable animals can be an important learning experience;

d) the animals might be allowed into larger and more complex areas than would be possible in more conventional enclosures; and

e) the presence of the public might prove an enriching experience for the animals.

**B.8 Animal transactions**

In addition to ethical issues surrounding the accommodation and husbandry of animals, practices relating to the acquisition and disposal of institution animals also require ethical review. An institution's responsibility towards an animal's welfare should extend beyond the animal's period of stay at the institution, to reasonably incorporate the source and manner in which an animal has been acquired, as well as its destination upon leaving the institution.
Annex C
(informative)

Specialist exhibits

C.1 General

Certain taxa of animals require more specific guidelines over and above those presented in the body of this standard.

C.2 Invertebrates

C.2.1 Invertebrates should be kept within their preferred body temperature range or allowed access to a temperature gradient. Where doubt exists, a choice of habitats, with different temperatures, relative humidities and substrates should be available.

C.2.2 Contact with potentially toxic chemicals should be avoided.

C.3 Reptiles and amphibians

C.3.1 General

C.3.1.1 Reptiles and amphibians invariably require a climatically controlled environment for survival in captivity. Such controlled environments should provide all of the animal’s needs for heat, humidity, light and photoperiod, air and water quality.

C.3.1.2 Enclosures should provide a thermal gradient around the preferred body temperature of the species. Natural daily and seasonal variations should be provided, including variations in relative humidity.

C.3.1.3 Heat sources should be designed and fitted in such a way as to prevent injury to the enclosure inmates.

C.3.1.4 Lighting should be appropriate in strength, photoperiod and type for the species held. Ultraviolet light from full spectrum sources is essential for many species when not available naturally.

C.3.1.5 There should be sufficient ventilation to maintain air quality and relative humidity in the exhibit without compromising temperature control.

C.3.1.6 Pools large enough for full immersion are required by many reptile and amphibian species, and for reproduction by many amphibians. Water quality should be controlled, according to the size of the water container concerned. Fully aquatic species require sufficient space for comfortable swimming and to allow adequate exercise. Beaching areas should be provided as appropriate to the species.

C.3.1.7 For normal display purposes, naturalistic exhibits should be used with substrates equivalent to the natural habitat of the species. As confinement increases pressure on substrates, they should be changed regularly and not allowed to become contaminated.

C.3.1.8 Waste and uneaten food should be removed daily.

C.3.1.9 Basking and concealment sites and rough surfaces to aid sloughing should be provided.
C.3.1.10 Service passages should be large enough for comfortable working and handling of the animals. Access to enclosures should not restrict observation or cleaning.

C.3.2 Venomous species

C.3.2.1 Institutions keeping venomous species of reptile, amphibian, fish or invertebrate should ensure that trained personnel are available at all times.

C.3.2.2 Venomous animals should be kept in enclosures where the walls are of adequate height and design to prevent non-flying animals from escape.

C.3.2.3 Service areas for non-aquatic venomous species should be secured with the equivalent of a lock-gate system. Service areas should be free of clutter and routes of escape.

C.3.2.4 Enclosures containing venomous species should be individually marked with warning signs in service areas and access limited only to authorized trained personnel.

C.3.2.5 Written protocols should be established for all conceivable emergency circumstances surrounding the maintenance of venomous species in captivity (see C.3.3).

C.3.3 Snake demonstrations

C.3.3.1 The responsible use of live venomous and non-venomous snakes in public demonstrations could have positive educational potential and impact. However, cognizance should be taken of the following factors:

a) Unlike the use of other vertebrate animals in public demonstrations, the use of snakes in the same context does not usually involve any prior training or positive conditioning of the animals. The behavioural repertoires normally presented during demonstrations with venomous snakes require the snakes to exhibit threat or defensive behaviour.

As standard positive reinforcement training techniques do not appear to be as effective in snakes, the usual method is to provoke such responses that involve stressing the snake to a high degree (for example, provoking a cobra to spread a hood).

b) Live snake demonstrations do not usually involve the same degree of willing cooperation on the part of the snake as is normally seen in mammalian or avian public demonstrations.

c) Snakes that are manually restrained behind the head on a routine basis during demonstrations (for example, for milking demonstrations) will ultimately suffer cervical muscular and gingival tissue trauma.

d) The use of live venomous snakes for the purposes of public demonstration is an activity that is highly dangerous to both the handler and the snake being handled.

C.3.3.2 The use of live snakes in public demonstrations should be subject to ongoing assessment by the institution with special consideration to potential offences in respect of existing legislation (see annex A).

C.3.3.3 Snakes used for public demonstrations should be rotated on a regular basis and wherever practical, housed individually to allow for an adequate recovery and feeding period between demonstrations.

C.3.3.4 The manual restraint or "necking" of venomous snakes for public demonstration is discouraged.
C.3.3.5 A barrier of adequate height or width should be present between the handler and the viewing public during the course of demonstrations with live venomous snakes. Such a barrier should prevent physical access between the viewing public and the snake.

C.3.3.6 Demonstrations with live venomous snakes should be conducted by trained personnel with appropriate handling tools and equipment.

C.3.3.7 A written protocol on action to be taken in the event of snake escapes or bites should be made available to all personnel involved in the handling of snakes. Regular practices should be carried out and recorded, and audits of protocols conducted.

C.3.3.8 The appropriate up-to-date antivenom should be held on site and should accompany a bitten victim to the hospital. The antivenom should be stored in accordance with the manufacturer’s instructions. The location of storage of the antivenom and the hospitals to be utilized should be decided on the basis of specialist medical advice and recorded in a written risk assessment. Personnel members should be trained in the latest first-aid methods for treatment of snakebite victims. Personnel members should be certified in first-aid procedures and the certification should be kept current.

C.3.3.9 Local medical authorities should be made aware in advance of facilities either for keeping venomous species or for performing venomous species demonstrations. The appropriate medical authorities should be consulted and made aware of the procedure to be followed in the event of incidents involving venomous bites. A list of specialist help and contact details should be available and readily accessible in the event of an emergency.

C.4 Marine mammals and birds

C.4.1 General

Wild marine mammals and birds live in a medium in which organic and inorganic waste are quickly diluted or readily dissipated. In most zoological settings, pool water is recycled through filtration and water treatment systems, with only a small percentage being replenished daily to make up for losses due to splash-over or filter backwash discharge. To ensure optimum quality, marine animal pool water is usually subjected to biological disinfection, mechanical filtration and chemical treatment of both dissolved and particulate matter. These processes are not exclusive and the efficacy of one method of treatment is usually dependent on that of another, as well as on the physical and chemical parameters of the medium.

The design of water treatment systems varies considerably between zoos and aquaria. In all operations, the establishment of optimum water parameters should be based on both the physiological needs of the animals and the efficiency of the water processing techniques involved.

C.4.2 Environmental parameters

C.4.2.1 Environmental quality records should include test parameters for water quality, tests for added chemicals, bacteria culture test results, amounts of added chemicals, a facility maintenance log, a filtration operation log and a water quality log.

C.4.2.2 Pool water should be monitored daily for basic chemical parameters as appropriate for closed or open circulation systems. In particular,

a) water should be tested twice daily and treated as necessary to maintain pH values of not less than 7.6 or more than 8.2.
b) water should be tested twice daily for concentration of chlorine or other oxidizing agents (or both). The total of the free and combined chlorine should not exceed the specification requirements of the particular animal;

c) water should be free of residual dissolved ozone;

d) where cetaceans and carnivores are maintained in closed water systems, the water should be treated with sodium chloride or a combination of sodium chloride and other naturally occurring sea salts so as to maintain a salinity of not less than $22 \times 10^{-3}$ mg/l; and

e) permissible levels of ammonium, nitrates or nitrites (or both), should be maintained.

C.4.2.3 Microbial growth in pool water should be limited through a programme of water turnover rate, skimming, disinfection, bacterial monitoring and general exhibit maintenance.

C.4.2.4 All marine mammal and bird enclosures should be provided with adequate ventilation.

Indoor facilities should be ventilated by natural or artificial means to provide a flow of fresh air that minimizes the accumulation of chlorine or other fumes and noxious odours. A vertical air space of at least two metres should be maintained in all primary enclosures, including pools of water.

C.4.2.5 Zoos and aquaria should minimize exposure of marine mammals and birds to noises of sufficient intensity or type to cause auditory discomfort or stress. A plan of acoustic monitoring of marine mammal enclosures in particular, should be in place. All sound-generating mechanical equipment located in close proximity to marine mammal and bird enclosures should be acoustically isolated.

C.4.3 Husbandry

C.4.3.1 Marine mammals and birds should be provided with a high quality diet consisting of sufficient food types to account for changes in food availability, and to provide for dietary preference of individual animals and nutritional supplements such as vitamins. Nutritional adjustments should be made for

a) growth,
b) maintenance,
c) gestation/lactation,
d) minimum diet,
e) activity level,
f) air and water temperature, and
g) animal enrichment.

C.4.3.2 Weight guidelines should be established as optimum ranges for each animal.

C.4.3.3 Food analyses should be performed on a routine basis and be subjected to expert quality control.

C.4.3.4 Food should be stored at temperatures and for maximum duration appropriate for each food type to minimize deterioration.
C.4.3.5 Storage programmes, thawing procedures and food preparation processes should be designed to prevent bacterial contamination and loss of nutrients.

C.4.3.6 Vitamin supplementation should be individualized for each animal.

C.4.3.7 Routine and appropriate procedures for the cleaning, disinfection and sanitation of food preparation equipment and facilities should be established. Standing water, rusty surfaces and organic debris should be eliminated immediately.

C.4.4 Veterinary-medical programmes

C.4.4.1 Each institution should have a programme of ongoing animal health assessment. This should typically include

a) regular veterinary rounds;

b) daily monitoring of each animal’s physical appearance, activity, temperament or changes in behaviour by husbandry personnel; and

c) a procedure for recording and communicating health status issues between husbandry personnel and veterinary personnel.

C.4.4.2 Complete physical examinations should be performed at regular intervals on each marine mammal in the collection. Physical examinations should include

a) determination of weight change,

b) comparison of food intake and body weight,

c) blood sampling for haematology, blood chemistry and appropriate hormonal analyses,

d) vaccinations, and

e) other laboratory tests as needed.

C.4.4.3 Normal physiological values and serum banks for retrospective studies should be established for each marine mammal in the collection.

C.4.4.4 Each institution should implement a programme of employee health and sanitation.

C.5 Public aquaria

C.5.1 Water quality

C.5.1.1 Water quality monitoring should be carried out as routine. For new exhibits or ones that have undergone major servicing, regular monitoring should include temperature, salinity (as milligram per kilogram or as specific gravity (SG) in salt water tanks), pH value, total ammonia and nitrite, and dissolved oxygen.

This should be measured daily at first and then at least twice weekly after stabilization. After a one-month period, if a tank is stable, tests can be carried out weekly. At all times, there should be provision of sufficient water treatment equipment to ensure maintenance of water. Water quality should be maintained within set parameters to meet species-specific requirements.
C.5.1.2 Aquarists should have access to on-site laboratory facilities, such as basic microscopy, and be trained in sample collection.

C.6 Waterfowl

C.6.1 As most non-domesticated waterfowl are given the freedom of a pen and not contained overnight, enclosure barriers should be predator-proof. Predator control is a vital element of waterfowl management.

C.6.2 Wild waterfowl that visit the collection can present dangers in the form of disease or contamination of water supplies. Allowance should be made for this when planning enclosures or stocking densities.

C.6.3 Birds should be able to enter or leave the water without difficulty, therefore, edges should be sloping with a gradient of 1:3 or less.

C.6.4 Collections should have a justifiable ethical policy and code of practice regarding pinioning.

C.6.5 Every effort should be made to prevent hybridization between exotic and free-ranging indigenous waterfowl. All hybrids should be disposed of in an ethical and appropriate manner.

C.7 Birds of prey

C.7.1 Aviaries

C.7.1.1 Whole animal diets, or meat that has been appropriately supplemented are needed. No food type should be used exclusively. All birds of prey should have access to clean drinking and bathing water daily.

C.7.1.2 Enclosures should provide suitable vantage points and perching should be appropriate for the species housed.

C.7.1.3 Enclosure size should afford the birds suitable space for exercise.

C.7.2 Demonstration birds

C.7.2.1 Birds that are tethered or leashed should be flown at least four times a week unless tethered for medical treatment.

C.7.2.2 All collections should allow sufficient aviary or mews space to rest working birds and allow them to moult.

C.7.2.3 Tethered birds are vulnerable to attack by other wild animals and should be well protected at night.

C.7.2.4 Flying areas should be free of hazards and should not be close to cages containing other animals or adjacent to, or in view of other tethered birds.

C.7.2.5 Personnel should be well versed in training methods, weight reduction issues, handling techniques and maintenance of equipment and birds.

C.7.2.6 Tethered birds should have unrestricted access at all times to shelter from prevailing weather conditions.
Bibliography

Standards

SANS 9001, Quality management systems – Requirements.

SANS 10331 (SABS 0331), Translocation of certain species of wild herbivore.

Other publications


© Standards South Africa
APPLICATION FOR A PERMIT TO IMPORT LIVE WILD ANIMALS (CPBG) - CATS

Please note:
- Application forms must be completed in legible block letters.
- It is the applicant's responsibility to confirm receipt of an application form.
- Fifteen working days are required to process a permit application.
- Where the space provided is not adequate the information should be attached as an addendum.
- Any additional information, which the applicant deems necessary, should be attached to this application.
- The Department cannot be held responsible for the loss of a permit in the post, if requested to be posted.

### APPLICANT'S DETAILS (Owner must apply)

<table>
<thead>
<tr>
<th><strong>Surname</strong></th>
<th>Johannesberg City Parks and Zoo</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Additional Names &amp; Title</strong></td>
<td>Richard Sherida</td>
</tr>
<tr>
<td><strong>Residential Status</strong></td>
<td>SA citizen</td>
</tr>
<tr>
<td><strong>ID Number (Passport number in the case of non-South Africans)</strong></td>
<td>7710235782680</td>
</tr>
<tr>
<td><strong>Telephone (work)</strong></td>
<td>011 6462000</td>
</tr>
<tr>
<td><strong>Telephone (home)</strong></td>
<td>0783402465</td>
</tr>
<tr>
<td><strong>Fax</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:richardsherida@jc.za">richardsherida@jc.za</a></td>
</tr>
<tr>
<td><strong>Physical Address</strong></td>
<td>265 Shurandy Avenue</td>
</tr>
<tr>
<td><strong>Postal Address</strong></td>
<td>Bryanston X15</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Johannesburg</td>
</tr>
<tr>
<td><strong>Country</strong></td>
<td>South Africa</td>
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### PERMIT HOLDER'S DETAILS

(i.e. person who will be importing animals on behalf of the owner if not the owner)

<table>
<thead>
<tr>
<th><strong>Surname</strong></th>
<th>Tswana Game Ranch</th>
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<tbody>
<tr>
<td><strong>Additional Names &amp; Title</strong></td>
<td>Graham Stater</td>
</tr>
<tr>
<td><strong>Residential Status</strong></td>
<td>SA citizen</td>
</tr>
<tr>
<td><strong>ID Number (Passport number in the case of non-South Africans)</strong></td>
<td>5801068180087</td>
</tr>
<tr>
<td><strong>Telephone (work)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Telephone (home)</strong></td>
<td>082 509 9071</td>
</tr>
<tr>
<td><strong>Fax</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><a href="mailto:graham@tswanagame.rh.co.za">graham@tswanagame.rh.co.za</a></td>
</tr>
<tr>
<td><strong>Physical Address</strong></td>
<td>Tswana Game Ranch</td>
</tr>
<tr>
<td><strong>Postal Address</strong></td>
<td>P/BX 9060</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>West Rand</td>
</tr>
<tr>
<td><strong>Country</strong></td>
<td>Botswana</td>
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</table>

Please Turn Over
### DETAILS OF ANIMALS THAT ARE TO BEImported

<table>
<thead>
<tr>
<th>M</th>
<th>F</th>
<th>Tot</th>
<th>Description</th>
<th>Common Name</th>
<th>Scientific Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>1</td>
<td>African elephant</td>
<td><em>Loxodonta africana</em></td>
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</tbody>
</table>

- **Size of area where animals will be kept**: 1.5 hectares
- **Please indicate (by ticking the appropriate option) whether these animals are**: Wild caught
- **Reason for import**: Breeding

### ADDITIONAL INFORMATION

- **Origin**: Edendale Game Reserve, East London
- **Destination**: Slangkop Bay, City Parks and ZOO, Port Alfred, Eastern Cape, Province, RSA

### PERMIT COLLECTION

- **Please indicate (by ticking the appropriate option) whether you will**: Collect your permit
- **Address to which permit should be posted (if applicable)**: N/A

### DECLARATION

I declare that all the information provided is complete and correct to the best of my knowledge. I understand that any false information supplied could lead to my application being disqualified.

- **Signature**: [Signature]
- **Date**: 02/05/2019

---

**Application processing fees**: (Not refundable) R 65.00 per application

**Banking details**
- **Bank**: First National Bank
- **Branch Name**: Commercial Account Services
- **Bank Account**: AGRICRURAL DEV-CONS.SERV
- **Account number**: 62357286939
- **Bank Code**: 210391
- **Permit Code**: GPRB

**Referencing Rule to be used for the above Bank Account (CONS)**:

- Consists of Minimum 6 (6) - Maximum of twenty (20) Alpha and Numeric Characters. First four (4) Characters should be CONS (Alpha) - (Fixed), followed by one (1) Character P/J (Alpha) - (Fixed), followed by a Minimum of any one (1) Character (Alpha) - Maximum of any Fifteen (15) Characters (Alpha).
**Ordinary Permit**

<table>
<thead>
<tr>
<th>Name</th>
<th>Gordon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td>Stander</td>
</tr>
<tr>
<td>Address</td>
<td>14A 234 St.</td>
</tr>
<tr>
<td>Town</td>
<td>Eastern Cape</td>
</tr>
<tr>
<td>Province</td>
<td>Eastern Cape</td>
</tr>
</tbody>
</table>

**Details of Permit Holder**

- **Name and Surname of Applicant**: Gordon Stander
- **Name and Surname of Responsible Person**: Gordon Stander
- **Name and Surname of Agent**: Gordon Stander

**Property Where Restricted Activities Will Be Carried Out**

- Thonga Game Ranch

**Details of Species Involved**

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Ranks (if known)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>African Elephant</em></td>
<td>Thonga Elephant</td>
<td>Hoост</td>
<td>2</td>
</tr>
</tbody>
</table>

**Details of Restricted Activities Involved**

- To sell and transport them from Thonga Game Ranch East London to Mapungubwe Game Park

**Signature of Issuing Officer**

- 25 Apr 2019

**Signature of Permit Holder**

- 25 Apr 2019
IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

CASE NO.: 

In the application of: -

ANIMAL LAW REFORM SOUTH AFRICA NPC First Applicant

EMS FOUNDATION Second Applicant

CHIEF STEPHEN MICHAEL FRITZ Third Applicant

and

JOHANNESBURG CITY PARKS AND ZOO NPC (RF) First Respondent

THE CITY OF JOHANNESBURG Second Respondent
METROPOLITAN MUNICIPALITY

MEC: ECONOMIC DEVELOPMENT, AGRICULTURE, Third Respondent
ENVIRONMENT AND RURAL DEVELOPMENT,
GAUTENG PROVINCIAL GOVERNMENT

MINISTER OF FORESTRY, Fourth Respondent
FISHERIES AND THE ENVIRONMENT

SUPPLEMENTARY AFFIDAVIT: SARAH KVALSVIG

I, the undersigned,

SARAH DENE KVALSVIG

do hereby make oath and state as follows:
1. I am a major female attorney practising as such with the firm Cullinan & Associates Inc. in Cape Town. I am the applicants' attorney of record.

2. I am authorised by the applicants to depose to this affidavit on their behalf.

3. The facts contained in this affidavit are within my personal knowledge, save where the context indicates to the contrary or where it is otherwise stated, and are, to the best of my knowledge and belief, both true and correct.

4. The purpose of this affidavit is to explain certain minor formal discrepancies in the case headers and title page as well as corresponding portions of two of the expert affidavits that are filed together with this application. These discrepancies are set out and described in the paragraphs following.

5. In view of the complexity of the case and particularly as a result of the breadth of expert evidence which the applicants have procured in support of the relief sought, it has taken a considerable amount of time to finalise the papers. Many of the experts are based outside of South Africa, and due to the nature of their work, spend considerable amounts of time out of their home countries and cities carrying out fieldwork often in remote locations. This has made consultation with those experts and the finalisation of their respective affidavits, challenging. Considerable logistical arrangements were required to be made in order to attend to the necessary formalities including having the affidavits properly sworn and deposed to before the appropriate authorities in the various
countries in which the experts reside and in order to ensure that their 
expert evidence was available for inclusion in the application.

6. I point out in this regard that the applicants are non-profit organisations 
and a private individual, and have been largely reliant on pro bono legal 
advice and services throughout the preparation of this application.

7. Against this background, I wish to draw the Court’s attention to the fact 
that the affidavits of JOYCE H. POOLE and ADRIAN HARLAND 
incorrectly refer to Chief Stephen Michael Fritz as the first applicant, 
ALRSA as the second applicant and EMS Foundation as the third 
applicant, both in the Court headings and within the affidavits 
themselves, whilst the notice of motion, founding affidavit, supporting 
affidavit of Chief Fritz and the other expert / confirmatory affidavits filed 
in support of this application reflect the order of the applicants as ALRSA 
as the first applicant, EMS as the second applicant and Chief Fritz as 
the third applicant.

8. The order of the applicants was changed during the drafting of the 
papers, but not on the two expert affidavits of Dr Poole and Mr Harland 
which had already been deposed to, for the reasons I will provide below.

9. Dr Poole divides her time between Europe and Kenya. Dr Poole was 
leaving Europe to travel to Kenya, Mozambique and other elephant 
range-states where she would be working in the field and would be out 
of contact for a significant period of time, with no access to electronic 
communications or to facilities where she might be able to commission
her affidavit subsequently. Accordingly, Dr Poole’s expert affidavit was deposed to during September 2021 before she left for her fieldwork.

10. Mr Harland was retiring from his position in England and relocating to rural Scotland, where it would be difficult for him to attend to the commissioning of his affidavit. His affidavit was therefore commissioned during November 2021.

11. At the time of Dr Poole and Mr Harland’s departures, it was then contemplated that the sequence of the applicants would be as reflected in the header of their respective affidavits.

12. The discrepancy between the headings and sequence of the applicants was only realised when it came time to depose to the remaining affidavits. However, by then Dr Poole and Mr Harland’s affidavits have already been commissioned, and they would not have been in a position to attend to the re-commissioning of any amended affidavit for a considerable period of time, because of the logistics and for the reasons I have already explained above.

13. Obtaining new, commissioned affidavits from both of these experts for the sole purpose of changing the heading and sequence of the applicants would have unduly delayed the institution of this application, as a result of their current remote locations and the logistics that would be required to ensure proper commissioning thereof in foreign jurisdictions.
14. In view of the nature of the relief sought, the length of time it has already taken to ensure the proper commissioning of the expert affidavits across a number of foreign countries, and the applicants' ongoing concern for the condition of the Elephants, the applicants are reluctant to delay the institution of these proceedings further for reasons of mere formality; simply to change the heading of these two expert affidavits.

15. The applicants respectfully submit that there is no prejudice that arises out of this formal discrepancy in the headings and order of the applicants in the two expert affidavits of Dr Poole and Mr Harland. Both experts have confirmed in their respective affidavits that the affidavits are intended to be filed in these proceedings and that they would support the relief sought by the applicants.

16. This discrepancy in the headers is not substantive in nature, and could not cause prejudice.

17. In the event that any of the respondents take issue with this formal discrepancy in the respective headings of these two expert affidavits, the applicants will obtain such further affidavits as may be necessary from Dr Poole and Mr Harland confirming that their affidavits are deposed in these proceedings as reflected in the current case heading and in support of the relief sought.

DATED AT CAPE TOWN THIS 9th DAY OF JUNE 2022

SARAH DENE KVALSVIG
I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at CLAREMONT on this the 14th day of JUNE 2022, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended by R1648 of 19 August 1977, and as further amended by R1428 of 11 July 1989, having been complied with.

COMMISSIONER OF OATHS
Full names:
Address:
Capacity:

STACY MORELAND
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
4 ASCOT ROAD, KENILWORTH
CAPE TOWN
IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)  

CASE NO.:    

In the application of: -  

ANIMAL LAW REFORM SOUTH AFRICA NPC  
First Applicant  

EMS FOUNDATION  
Second Applicant  

CHIEF STEPHEN MICHAEL FRITZ  
Third Applicant  

and  

JOHANNESBURG CITY PARKS AND ZOO NPC (RF)  
First Respondent  

THE CITY OF JOHANNESBURG  
Second Respondent  

METROPOLITAN MUNICIPALITY  

MEC: ECONOMIC DEVELOPMENT, AGRICULTURE,  
ENVIRONMENT AND RURAL DEVELOPMENT,  
GAUTENG PROVINCIAL GOVERNMENT  
Third Respondent  

MINISTER OF FORESTRY,  
Fourth Respondent  

FISHERIES AND THE ENVIRONMENT  

_______________________________  
CONFIRMATORY AFFIDAVIT: D BILCHITZ  

_______________________________  

I, the undersigned,  

DAVID ISRAEL BILCHITZ  

do hereby make oath and state as follows:  

[Signature]

1. I am a major male professor of law and I am a director of the first applicant, with my principal place of residence situated at 115 Catalina, 285 Corlett Drive, Kew, Johannesburg 2090.

2. The facts contained in this affidavit are within my personal knowledge, unless the context indicates otherwise, and are, to the best of my knowledge and belief, both true and correct.

3. I have read the founding affidavit deposed to by Ms Michele Pickover. I confirm that Ms Pickover is duly authorised to depose to the necessary affidavit(s) on behalf of the first applicant. I further confirm the allegations in that affidavit that relate to me and to the first applicant.

DAVID ISRAEL BILCHITZ

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at Rosebank on this the 18 day of March 2022, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended by R1648 of 19 August 1977, and as further amended by R1428 of 11 July 1989, having been complied with.

COMMISSIONER OF OATHS
Full names: Momocho Chahi
Address: 15 Sturdee Avenue
Capacity: Sgt
IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

CASE NO.: 

In the application of: -

ANIMAL LAW REFORM SOUTH AFRICA NPC  
First Applicant

EMS FOUNDATION  
Second Applicant

CHIEF STEPHEN MICHAEL FRITZ  
Third Applicant

and

JOHANNESBURG CITY PARKS AND ZOO NPC (RF)  
First Respondent

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY  
Second Respondent

MEC: ECONOMIC DEVELOPMENT, AGRICULTURE, ENVIRONMENT AND RURAL DEVELOPMENT, GAUTENG PROVINCIAL GOVERNMENT  
Third Respondent

MINISTER OF ENVIRONMENT, FORESTRY AND FISHERIES  
Fourth Respondent

SUPPORTING FOUNDING AFFIDAVIT: CHIEF STEPHEN MICHAEL FRITZ

I, the undersigned,

CHIEF STEPHEN MICHAEL FRITZ
do hereby make oath and state as follows:

1 I am a major male, and I am the Senior Chief of the South Peninsula Khoi Council, currently residing at 38 Despina Road, Ocean View, Western Cape.

2 I have read the founding affidavit deposed to by Ms Michele Pickover, as well as the various experts' affidavits filed in support of this application. To avoid prolixity, I do not repeat those submissions herein but align myself with what has been placed before the above Honourable Court and confirm the statements, facts and allegations in Ms Pickover's affidavit insofar as they relate to me and the Khoi people. I also confirm that Ms Pickover is authorised to institute proceedings and to depose to the necessary affidavits on my behalf.

3 Save where the context indicates to the contrary, or where it is otherwise stated, the facts contained in this affidavit are within my personal knowledge and are, to the best of my knowledge and belief, both true and correct.

4 Where I make legal submissions, I rely on advice of the applicants' legal representatives.

5 In this affidavit I refer to both "Khoi" and "Khoisan" people. I use the term "Khoisan" as a collective term for the Khoikhoi and San peoples of Southern Africa, whose cultures and beliefs are closely related. The term "Khoisan" was first applied to our people in 1928 by the German anthropologist, Lenoard Schultze. It is used to describe the Nama people, who are known as the
“Khoikhoi” and were herdsmen, and the Damara people, who are known as the “San”, and were hunter-gatherers.

A. THE ESSENCE OF THIS APPLICATION

6 This is an application in terms of which the applicants seek orders directing the release of three elephants, named by their human owners and known as Lammie, Mopane and Ramadiba (collectively referred to as “the Elephants”). The Elephants are kept at the Johannesburg Zoo, which is operated by the first respondent, Johannesburg City Parks and Zoo (“JCPZ”), for and on behalf of the second respondent, the City of Joahnnesburg (“the City”). Lammie, Mopane and Ramadiba have been living in rapidly deteriorating conditions at the Johannesburg Zoo and are in a state of deep distress. It is unconscionable for them to remain in the Johannesburg Zoo, for the reasons detailed in Ms Pickover’s affidavit, and which I will elaborate on below, and so the applicants seek orders directing their release so that they may be relocated, rehabilitated and reintegrated into a wild environment to live out their remaining days in dignity and comfort, as healthy, happy and normal Elephants.

7 In addition to the case that is made out in Ms Pickover’s founding affidavit, I wish to emphasise that nature and wildlife occupy a central position in the Khoisan belief and value system. Elephants, in particular are revered in Khoisan culture and are considered to be the sacred Gods of Life, as I will explain in more detail below. The culture and loving heritage of the Khoi peoples is protected by the Natural Heritage Resources Act 25 of 1999 (“the NHRA”), which gives effect (inter alia) to the rights to dignity and to language
and culture, enshrined in sections 10 and 30 of the Constitution, as well as to the protections afforded to cultural, religious and linguistic communities in section 31 of the Constitution. I respectfully submit:

7.1 The manner in which JCPZ and the City confine and exhibit the Elephants in captivity at the Johannesburg Zoo is offensive to the culture and living heritage of the Khoi peoples, and undermines the recovery and perpetuation of our living heritage, including our values, spiritual beliefs and holistic approach to Nature, society and social relationships.

7.2 The Khoisan also have the right to an environment that is not harmful to our wellbeing, and to have that environment protected, which includes the promotion of conservation and the necessarily intertwined considerations of animal welfare, in terms of section 24 of the Constitution. The respondents' treatment of Lammie, Mopane and Ramadiba violates this right and the values underpinning the Constitution.

7.3 The Khoisan people also have the rights to dignity, to participate in a cultural life of our own choosing, and not to be denied the right to enjoy our culture and practise our religion as a community in terms of sections 10, 30 and 31 of the Constitution. The respondents' treatment of Lammie, Mopane and Ramadiba infringes upon these rights.

Such conduct cannot be considered reasonable in an open and democratic society, founded on the values of dignity, freedom and equality. The
respondents are obliged to respect, protect, promote and ensure the right to dignity and the environmental and cultural rights of myself and the South Peninsula Khoi people and the Khoi people more broadly.

9 The removal of the Elephants from the Johannesburg Zoo and their rehabilitation and reintegration into a natural environment as proposed by the applicants is therefore necessary, not only to ensure the mental and physical wellbeing of the Elephants, but to ensure the dignity and cultural rights of the Khoi people.

10 In the remainder of this affidavit, I will thus address the following in turn:

10.1 My standing for purposes of these proceedings;

10.2 The relevant factual background;

10.3 The cultural significance of Elephants to the Khoi people;

10.4 The history of the Khoi people, paying particular attention to the shared experience of the Khoi people and Elephants under colonialism;

10.5 The ongoing silencing, marginalisation and erosion of the Khoisan languages, culture and belief system today, which is demonstrated by the treatment of the Elephants; and

10.6 The infringement of my rights to an environment that is not harmful to my wellbeing, dignity and participate in the cultural life of my choosing, and not to be denied the right to enjoy my culture, practise my religion
and use my language together with other members of my community, and the appropriate relief.

B. MY STANDING

11 As I have already said above, I am the Senior Chief of the South Peninsula Khoi Council. I have been a community leader for over 20 years. I institute these proceedings, and depose to the relevant affidavit as a member of my clan, the South Peninsula Khoi Council.

12 I am known as “Xoma”, which in the language of the Khoi people means “son of the soil”. I believe that it is crucial to ensure that the Khoi origin, heritage, culture and sustainable ways of life are not forgotten, for the good of all living beings. I am dedicated to preserving the ancient ways and sacred spaces of the Khoi people.

13 As Traditional Senior Chief, I hold Khoi ancestral ceremonies and, with my Council, we assist in the development of social projects for our community of Khoi descent living in Ocean View. My work is, in significant part, focused on the recognition of Khoi heritage and history and to this end, I have engaged in extensive advocacy.

14 As further set out below, the Khoi are a people strongly connected to the natural environment, including wild animals. In addition to my role as Traditional Senior Chief, I am a member of a number of bodies dedicated to the achievement of the humane treatment of animals and have taken part in
research initiatives highlighting the importance of combining indigenous knowledge systems with cutting-edge science and solutions to global environmental crises.

I am a member of the Pro Elephant Network, a network made up of Elephant experts, scientists and activists from around the world. I am also a member of a group called Wildlife Animal Protection Forum South Africa ("WAPFSA"), which is a group of concerned organisations and individuals that actively lobby government with regard to pressing issues concerning wildlife and the environment in South Africa.

In 2019, I was invited to be the opening speaker at the ‘Taking Elephants Out of the Room’ Indaba which was an international convention on Elephants in captivity and included Elephant experts from around the world. I have given numerous presentations on the plight of Elephants kept in captivity and the implications thereof for the Khoi people.

I am advised that I accordingly have the requisite standing to bring this application in my own interest, as a member of the South Peninsula Khoi Council, and in the public interest, for purposes of section 38(a), (c) and (d) of the Constitution, as well as in terms of section 32(1)(a), (c), (d) and (e) of the National Environmental Management Act, 107 of 1998.
C. RELEVANT FACTUAL BACKGROUND

18 I first became aware of the Elephants’ plight at the Johannesburg Zoo when I was invited to take part in a conference held by EMS in September 2019, titled "Taking Elephants Out of the Room".

19 The Conference, held in Hermanus, followed the Geneva meeting of the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("the CITES"), where trade in live Elephants and ivory had sparked furious debate. At CITES, a two-thirds majority of member parties voted that Elephants may not be removed from their wild habitats except under exceptional circumstances, with the effect that extracting Elephants from the wild for confinement in zoos is now deemed to be an unacceptable practice by the international community.

20 Following the CITES decision not to allow wild African elephants to be exported out of their natural ranges to zoos, EMS convened the "Taking Elephants Out of the Room" conference highlighting, amongst others, the importance of neuroscience in Elephant conservation, the state of zoos and the welfare of Elephants in captivity. I, along with various Elephant specialists from around Africa and the world, was asked to address the Conference and subsequently came to know of the conditions under which Lammie, Mopane and Ramadiba were being kept.

21 During 2018, the Western Cape experienced a very serious drought. The citizens of the Western Cape were even rationed to 50 litres of water each per...
day. At the opening of the Conference, I explained that the Elephant is also the Khoi ‘Rain-Maker’, and that it plays an important role in our environment and is necessary to our survival.

22 Elephants in captivity cannot carry out their roles as Rain-Makers in the Khoi culture. I therefore asked that Lammie, Mopane and Ramadiba be released from the Johannesburg Zoo since, as long as they were held in captivity in conditions not conducive to their welfare, we as the Khoi people were unable to call upon the Elephant as Rain-Maker to assist us in preventing continued droughts.

23 Nothing transpired from the above and my efforts came to nothing. Lammie, Mopane and Ramadiba remained at the Zoo.

24 During 2020, EMS contacted me and advised me that numerous failed attempts had been made by EMS and various other animal organisations such as Ban Animal Trading, the Elephant Reintegration Trust ("ERT") and the African division of the Humane Society International organisation to engage with the City and JCPZ regarding the release of Lammie, Mopane and Ramadiba from the Johannesburg Zoo. The long history of the interaction and correspondence exchanged between EMS (and the above-mentioned organisations) and the City and JCPZ is more comprehensively set out in the affidavit deposed to by Ms Pickover. It is already before the Court and I thus do not seek to repeat it here.
EMS provided me with the video footage that had been taken of the Elephants at the Johannesburg Zoo. I was so moved by the terrible physical and mental conditions of the Elephants that I observed from the footage that, together, we determined to institute these proceedings.

As an active member of WAPFSA, I also helped to write a letter to President Cyril Ramaphosa in response to his 2020 Heritage Day speech. In that speech, the President stated: “any symbol, monument or activity that glorifies racism, that represents our ugly past has no place in a democratic South Africa”.

Members of WAPFSA wrote to the President and asked that he consider the relevance of zoos in South Africa today, in the context of his Heritage Day speech.

We highlighted that zoos in South Africa “are lasting monuments to the colonialist ideology of capturing indigenous people, wild animals and plants and keeping them on display. Menageries of the 18th century brought indigenous people and “exotic” animals to Western society and zoos today are a constant painful reminder of this practice”.

We further pointed out that at that time (in 2020), “South Africa still has colonial contracts—zoos—which reinforce notions of conquest, control and “Othering”. The purpose for these zoos, the practice of keeping wild nonhuman animals captive is a source of contention”.

\[\text{Signature}\]
26.4 We concluded by pointing out that if South Africa is to consider itself as being post-colonial, "we need to shed the colonial narrative and remove wild animals from cages. There is a renewed global focus on racism and the violent colonial history is being highlighted worldwide. South Africa should lead the way, we do not need colonial styled zoos in South Africa instead these facilities could become centres of virtual and immersive technologies, libraries and places of education and study".

26.5 I attach a copy of the letter that we sent as annexure “CF1”.

27 EMS has expended considerable resources in, inter alia, procuring experts to observe Lammie, Mopane and Ramadiba at the Johannesburg Zoo, to record the considerable video footage that was provided to me and to the various experts, and to compile the welfare reports attached to the affidavit of Ms Pickover as “FA6” and “FA7”. EMS has further undertaken to bear the full costs associated with the relocation, rehabilitation and reintegration of Lammie, Mopane and Ramadiba into a wild environment, including the payroll associated costs for their handlers at the Johannesburg Zoo. This notwithstanding, the City and JCPZ have remained unwilling to release Lammie, Mopane and Ramadiba.

28 As is expanded upon by Ms Pickover, every attempt to liaise with the relevant state parties in regard to the release and rewilding of Lammie, Mopane and Ramadiba has been thwarted and EMS and its partner organisations have
been sent from pillar to post in regard the appropriate persons to engage and procedures to follow to secure their release.

29 The applicants have therefore been left with no option but to institute the present proceedings.

D. THE CULTURAL SIGNIFICANCE OF ELEPHANTS TO THE KHOI PEOPLE

30 The cultural history of the Khoi people shows us living in peace with Elephants over thousands of years. Ancient Khoisan elephant rock art, appearing on the walls of many caves, including those of the Stadsaal Caves, Cederburg, Western Cape, shows the cultural history of the Khoisan people living in peace and harmony with the Elephants. We did not hunt them. In fact, we Khoi were mostly pastorals. The Khoi occasionally harvested meat from their large herds of sheep, long-horned cattle and goats. We also included some fish in our diet, which we would collect from the natural rock pools during low tide. Sea animals that were not collected, were simply returned back to the ocean unharmed with the high tide. The Khoi did not hunt for greed or for trophies.

31 The Khoisan have always had a deep understanding and knowledge of the natural environment and wild animals. Knowledge of Elephants' behaviour is still maintained today by the Khoi people. Our history and knowledge has been passed on verbally from generation to generation. In terms of our belief system, our people do not see the natural world as separate from us but rather, we believe that we are one with nature. Our minds and souls are connected and in balance with the natural environment and when it suffers, we suffer. I
believe that this has taken on particular significance and importance in the light of the Constitution, and in particular, the right to an environment that is not harmful to our wellbeing.

32 To the Khoi people, the Elephant is especially sacred. We believe that Elephants are extremely powerful beings and when in their presence, we are able to feel their energy and emotional state. Elephants are considered by the Khoi people to be the Gods of Life. For example, when Khoi people found parts of elephant placenta on the ground after the birth of a calf, this was considered a particularly great blessing and signifier of the essence of life having been found.

33 Elephants are considered by the Khoi people to possess the power of Healers. When a Khoi person is ill, the traditional Healer of the clan performs a Nux Dance (also referred to as a Trance dance, a healing dance) and calls on the Spirit of the Elephants to draw them near so that the power of the Elephants may be drawn on for the sick community member to absorb it and be healed.

34 As I mentioned above, the Khoi people also consider Elephants to be Rain Makers and we believe that they must be free and thriving to perform this function for our people. An elephant in captivity simply cannot carry out its proper role. It is our belief that the reason we are suffering a global water crisis, and particularly the droughts that places like the Western Cape have suffered in recent years, is a result of our treatment of the Rain Makers, the Elephants. We kill, capture and enslave the Rain-Maker, the sacred animal of the Khoi people, an animal that was born to be free.
Like our people, Elephants live in great communities and share a sense of family values and care for the wellbeing of the herd. If a baby elephant gets lost, the whole herd will search for her just as humans would do for one of their own. If an elephant is injured or sick, the rest of the herd communicates this as a warning and it is clear that the familial bonds between members of a herd are very strong. Elephants thrive, as our people do, in families and a sense of belonging and community with others.

Elephants also eat medicinal plants and medicinal trees and are crucial for us because we then use the dung for medicinal purposes. We collect the dung from the ground and dry it and then we boil it and drink it. This is especially good for healing babies who have very high fever. We also sometimes burn the dung and get the sick to inhale the smoke and this is particularly effective on chest conditions. This dung has incredible properties and is also used as a building material. We mix it with clay to make floors and plaster our huts or houses.

Because of the attachment of the Khoi people to Elephants, we suffer tremendously when we witness them being treated with disrespect. It is akin to witnessing your own family member being beaten and it is hurtful. Our people believe that we are one with Elephants and the abuse of an Elephant is the abuse of the Khoi people.

Our people view Elephants as Gods of Life and it is shameful that they should be subjected to harmful conditions under state watch with no regard for their welfare. Elephants require our respect and reverence.
39 In the light of this cultural significance, I find it deeply distressing to have viewed the hours of footage of Lammie, Mopane and Ramadiba and to have witnessed their distress and despair.

E. THE HISTORY OF THE KHOI PEOPLE

40 The suffering being experienced by Lammie, Mopane and Ramadiba is particularly inexcusable given not only their sentience as Elephants but also the cultural importance they hold to the Khoi people, who also have much in common with Elephants regarding our history.

**The Khoi people: first nation of South Africa**

41 The Khoisan people were the first inhabitants of southern Africa. The Khoisan used to roam across southern Africa, living in harmony with our environment and sharing the land with large, potentially dangerous animals such as Elephant, Buffalo, Lion and Leopard.

42 For thousands of years the Khoisan lived all over Southern Africa as nomadic pastoralists and hunter gatherers, following the seasonally available wild plants and game. The Khoikhoi in particular raised herds, driving or accompanying them to grazing and pasture land in a way to avoid depleting the pastures. Large amounts of land were therefore required to hunt and graze cattle.
Khoisan history and cultural beliefs are predominantly passed down orally, from generation to generation, via storytelling, from the elders to the youngsters, while sitting around the fire or while walking on the mountains, looking for medicinal plants and wood, and harvesting wild olives, herbs and berries. The knowledge I have was passed to me and my siblings by my grandmother. We also have some written history and testimony of our past and culture painted on the walls of caves, in the rock paintings that exist all over southern Africa. My grandmother used to tell us about the use of important medicinal plants and how to harvest them without damaging the plant and the environment, including the animals feeding on the same plant.

My grandmother also told us stories. For example, she always told us about the last two Elephants in Franschhoek. That valley used to be occupied by many large families of Elephants, centuries ago, when our people also lived in that area in peace. The initial settlers, the Dutch, called that area the Oliphant’s Hoek, the Elephants Corner. The Elephants were hunted and decimated until, with the French settlers, the last two Elephant remained. They were a mother and a young calf. One day, the mother showed the survivor animals the way out of the valley and the Khoi followed too. The Khoi in that area and the remaining wild animals could leave the valley and find safety, led by “the last elephant”. Later, I learned more details about this story, because the fate of “the last Elephant” become part of the history of Franschhoek and “the last Elephant” was recognised to have being seen before disappearing in 1850, and was honoured with an image of her put up on the French Flag in Franschhoek in 1850.
The Khoi people: marginalised, oppressed and exploited under colonialism

45 After the arrival of Dutch settlers in the Western Cape in 1652, the Khoi people and their herds of cattle were prevented from accessing land for grazing and water that they had used for hundreds of years in the summer months. The clash between the Khoi’s nomadic lifestyle and the European settlers’ conception of land ownership started a series of wars between the Khoikhoi and the Dutch settlers during the 17th and 18th centuries, which came to be known as the “Bushman Wars”.

46 The Khoi, who had been traders in Table Bay and on Robben Island, were forced out of their homes and as a result of this dispossession, were left with little choice but to relocate up the west coast and further inland.

47 Conflicts with the Dutch settlers, as well as the effects of smallpox which was brought to the Cape by the settlers, destroyed the Khoi population and gradually brought about the destruction of the traditional way of life, requiring them to work for the colonists as shepherds and herdsmen.

48 In the late 1800s, some countries in Europe set up exhibitions called “human zoos” using Africans as exhibits. Indigenous people were forcibly removed from Africa and taken to Europe where they were exhibited to European onlookers and made to perform daily.

49 In 1810, Ms Sara Baartman, a Khoi woman from the Eastern Cape whose tragic fate is well-documented, was sold to an animal trainer in Paris and
transported to the United Kingdom for exhibition. Even in death, Ms Baartman’s body parts continued to be exhibited for the entertainment of Europeans who were curious about what indigenous people looked like in real life. It was only in 2002, after a request from the late President Nelson Mandela, that France returned her remains to South Africa.

While Ms Baartman was not the only Khoi person to be removed from South Africa, she is the most well-known symbol for all of the individuals who were removed, were removed from their homes and enslaved, as well as Khoi oppression and violence to this day. In order for the colonisers to build up the Cape colony, they used and abused the Khoi in forced labour and apprenticeships and that legacy in the development of Namibia today as the Khoi continue to battle marginalisation in the new South Africa.

In its capacity to keep in captivity in an environment not conducive to its wellbeing, the elephant is worth looking at due to its cultural and historical significance. When an elephant is kept in captivity in an environment not conducive to its wellbeing, its cultural expression is eroded and denied. As I wrote in my previous paper on captive elephants, the Khoi people know all too well the denial and loss of their own culture and history.

In addition to the cultural significance of Elephants to the Khoi people, a further reason why the bond has been forged since the lived history and experience of the Khoi people under colonialism and that of Elephants is shared. The lived experience of the Khoi people and that of Elephants in captivity continues to share similarities of marginalisation and oppression.
53 As I have already described above, the Khoi people were forcibly removed from their land and way of life by colonial settlers. Elephants too are a species that has suffered the painful consequences of colonialism. Where they once roamed across Southern Africa in their hundreds of thousands, traveling in family herds as the seasons changed and living off the land, Elephants were forcibly displaced by human encroachment on their land as settlers began moving further north of Cape Town over time.

54 Whereas the Khoisan hunted wildlife for food using bow and arrows and traps, colonial settlers hunted wildlife for sport, recreation and commercial gain, using guns. Elephants were hunted and killed in their hundreds. Elephants were hunted for their ivory, and elephant trophies became popular in European homes where their heads were mounted on walls and furniture made with their feet.

55 The fate of the Khoi people and that of elephants were intimately intertwined under colonialism and the encroachment of a philosophy that undermined the dignity of all living beings and placed the whims of some over the wellbeing of others.

56 The history of the Johannesburg Zoo is documented in Ms Pickover’s affidavit. I have described the horrifying practices of exhibiting Khoisan people (and other indigenous people) in "human zoos". The Khoi people and Elephants both have intimate knowledge of land dispossession, enslavement and exhibition in zoos for the benefit of other beings. I do not believe it to be an exaggeration to state that colonialism has not only caused the near extinction
of the Khoi but is also responsible for the radical reduction in the number of Elephants we have today as well as their natural habitat.

57 It goes without saying that Elephants are not able to speak a language that we can understand as humans. However, as noted in various studies, the affidavit of Ms Pickover as well as the various experts who support this application, they are able to, and do, communicate with one another in complex ways within and across their family groups. The intelligence unique to Elephants is well-recognised. When Elephants are removed from their natural habitat and denied the connections they would ordinarily enjoy with others, they are silenced. They become as despondent as Lammie or as frustrated and distressed as Ramadiba.

58 Similarly, the Khoi people connect with our community using our own unique language – known as the “click language” – one beyond the comprehension of most. Recognising this and in another act of violent subjugation, colonialists often removed the teeth of the Khoi people brutally and inhumanely so that they could no longer speak. My own teeth were removed by order of the headmaster of the school I attended, so that I could not speak the language of my forefathers. I could not click. I was silenced.

F. SILENCING, MARGINALISATION AND EROSION OF KHOI LANGUAGE, CULTURE AND BELIEFS ONGOING TODAY

59 Hundreds of years later our voices are still being silenced and the culture and heritage of the Khoi people is largely ignored. The Khoi people have lost our
land, our language and our identity. Although the Khoi people are an indigenous people, even in the new South Africa we are not recognised fully. For example, the Constitution recognises 11 official languages of the Republic of South Africa – the Khoi language is not one of them.

60 The deep respect we have for nature has been ignored and our reverence for wildlife and Elephants in particular has been disregarded. The Khoi people are strongly connected to the natural environment, and we are also strongly connected to the wild animals who live in the natural environment. We are forced to witness the mistreatment and abuse of beings we deeply respect and our distress goes unacknowledged. The relationship we have with nature, and our relationship with wild animals has been removed. Our respect for wildlife and for nature has been disregarded.

61 It is for these reasons that I have become an active promoter of my culture, the Khoi culture, and I have also become active in the environmental and animal welfare sectors. For example:

61.1 I am currently working with various conservation organisations with regard to finding solutions for problems related to human-Baboon conflict, which continues to take place in the Western Cape.

61.2 I have also been awarded a scholarship to the annual Academy for Lion Hearted Leadership, a leadership programme organised as part of the Global White Lion Protection Trust. I am a Lion tracker and communicator.
61.3 I have also participated in the Global White Lion research project, which took place in the UNSECO Kruger to Canyons Biosphere. The research project highlighted the importance of combining indigenous knowledge systems with cutting-edge science.

61.4 I support and encourage the recognition of global indigenous leaders and the important role they have to play with regard to the current global environmental crisis.

61.5 In 2018, I addressed the Parliamentary Portfolio Committee on Environment during a two-day colloquium held in Cape Town at Parliament, focusing on the captive Lion breeding and hunting industry in South Africa. My presentation was on the importance of the wild Lion, relying on my knowledge of the lion and its role and significance in Khoi culture.

62 As I have mentioned above, during 2019, I was invited to be the opening speaker at the "Taking Elephants Out of the Room" Indaba. My address focused on the role and significance of Elephants in and to Khoi culture, and the continued oppression, marginalisation and exploitation of both Elephants in captivity and the Khoi people. In this regard, I attach as annexure "CF2" a copy of the opening statement I made, which is in the traditional Khoisan style of a chant. A video recording will also be made available to the extent that it should be required.

63 In colonial times Elephants were the prime symbols in animal collections to show off the power of the colonial empire. Perhaps this even remains so today.
It is an embarrassment to South Africa that we still believe humans to have
dominion over Elephants such that their captivity is thought to be justified even
where there is extensive evidence of their suffering and diminished wellbeing.

64 Lammie, Mopane and Ramadiba must be freed from the abhorrent conditions
in which they are currently held. The view that zoos are to be justified under
guise of offering an educational opportunity to our children is not consistent
with the conditions in which Lammie, Mopane and Ramadiba are kept. No child
stands to gain an appreciation and deep respect for the natural environment
and wild animals from viewing distressed elephants kept in an unnatural
environment.

65 The video footage of Lammie, Mopane and Ramadiba was extremely
distressing to me and I could see that these Elephants have endured abuse
for many years. I could see that they are all very unhappy, they are frustrated,
they feel hopeless. Lammie, Mopane and Ramadiba want to be free. I could
see very clearly and immediately from the footage that these elephants do not
want to live anymore. Elephants are the Gods of Life, but these three
Elephants have been taken to the point of despair and distress that they do
not want to live anymore.

66 The Khoi people are very attached to Elephants as a part of our culture, and
we suffer tremendously when we witness Elephants being treated with such
disrespect. The Khoi people believe that Elephants must be loved
unconditionally – but keeping Lammie, Mopane and Ramadiba in these
conditions is not unconditional love.
The Khoisan people are angry about the treatment of our Elephants. They are killed every day for their ivory, they are kept enslaved in captivity. Elephants are born to be free. To us, an Elephant in captivity, enslaved or used for trade is an abused Elephant. These abusive actions taken towards an animal so sacred to the Khoisan affect us deeply. We believe that we are one with the Elephants, which means that while Elephants are in captivity, the Khoisan people are in captivity; when Elephants are killed for their ivory, the Khoisan are being killed. The enslavement of Elephants is the enslavement of the Khoisan people.

I am unable to pass on my own cultural values to my children in relation to Elephants based on the treatment of Lammie, Mopane and Ramadiba. I cannot tell my children that we believe Elephants are sacred and to be revered, they are the Gods of Life and central to our lives (they are Rain Makers, Healers), while at the same time we keep Elephants in conditions that wholly undermine their wellbeing, causing them physical, mental and emotional distress as we are doing here. We cannot call on the Rain-Makers to help us in our times of water crisis, while these Elephants are treated this way. Our cultural values and traditions are eroded because the spirit and energy of these Elephants cannot be called upon. Elephants are sacred and vital to so many of our cultural and religious ceremonies, traditions and beliefs. But we cannot practice or perform the necessary ceremonies or practices while these Elephants are in captivity.

We Khoi people have lost our land, our language and our identity. We are made to stand by while our cultural values are eroded and we are prevented
from practising our cultural and religious beliefs, from participating in the
cultural life of our choosing. The relationship that we as a people have with
nature, the relationship that we have with and to wild animals, has been
removed. Our deep respect for and cultural values in relation to wildlife and
nature have been disregarded.

G. INFRINGEMENT OF THE CONSTITUTIONAL RIGHTS OF THE KHOI
PEOPLE

*Section 24: the Khoi people's environmental rights*

70 I am advised that the Constitution guarantees environmental rights as
fundamental rights in the Bill of Rights. Section 24 provides that everyone has
the right to an environment that is not harmful to their health or wellbeing, and
to have the environment protected, which includes the promotion of
conservation.

71 I am further advised that our courts recognise that animals are sentient beings
capable of suffering and feeling pain and that the welfare of animals, including
those in captivity, is inextricably intertwined with conservation and forms part
of the section 24 right, as well as the values underpinning the Constitution.

72 As the custodians of Lammie, Mopane and Ramadiba, JCPZ and the City bear
constitutional obligations with regard to their wellbeing (both positive and
negative) and are, at the very least, required to take into account the welfare
considerations of the individual animals in carrying out their functions.
state's failures in this regard are well documented in Ms Pickover's affidavit and I will not repeat them here.

73  For the reasons I have expanded upon above, the state's failure to ensure the welfare of Lammie, Mopane and Ramadiba diminishes the Khoi people's right to enjoy the natural environment and it infringes upon our right to an environment that is not harmful to our health and wellbeing.

74  The wellbeing of the Khoi people is fundamentally connected to that of the natural environment and wild animals. When they suffer, we suffer. In the context of a democracy founded on the values of human dignity, freedom and equality, I am advised that the respondents' failure to respect, protect, promote and ensure the welfare of Lammie, Mopane and Ramadiba, infringes upon my right (as an individual and as a Khoi person) in terms of section 24.

_Infringement of the Khoi people’s right to dignity and cultural rights_

75  In terms of section 10 of the Constitution, I am advised that every person has inherent dignity and the right to have their dignity respected and protected.

76  I am advised that the dignity is a foundational value both of our Constitution and in human rights jurisprudence more generally. It invests in our democracy respect for the intrinsic worth and equal value of all human beings, implying also the right to be protected from conditions or treatment that may offend against an individual's sense of worth in society. The Constitution also asserts
dignity to contradict a painful past in which human dignity for South Africans of colour was routinely and cruelly denied.

77 Dignity, both as a right and foundational value, necessarily encompasses respect for the cultural beliefs held by the Khoi people. Disrespect of the symbols we hold dear violates this right.

78 In addition, I am advised that the Constitution provides that everyone has the right to participate in the cultural life of their choice, and persons belonging to a cultural, religious or linguistic community may not be denied the right, together with other members of that community, to enjoy their culture, practice their religion and use their language (sections 30 and 31 of the Constitution).

79 The Khoi people are an identifiable group or community, and our culture is the source of our identity as such. As I have described in detail above, nature and wildlife are fundamental to the Khoi people’s culture and belief system. Elephants, in particular, occupy a special and revered position in our belief system – both as a matter of cultural value and religious belief. Elephants are considered to be sacred – they are the Gods of Life in the Khoi cultural value system. Elephants form a critical part of the Khoi cultural and religious practices, being called upon during rituals for their healing powers and also in rain ceremonies. But when Elephants are treated with disrespect and disregard, all of these aspects of Khoi culture and our value system are prevented, undermined and eroded. Until Elephants are free, the Khoi people cannot consider themselves to be free.
The physical and mental conditions of Lammie, Mopane and Ramadiba, as described in the affidavit of Ms Pickover and as I observed from watching the video footage, is distressing to me as a Khoi person in the light of my sincerely held cultural and religious beliefs as a Khoi person. The treatment of Lammie, Mopane and Ramadiba by the respondents is an affront to the foundation of the Khoi cultural and religious value system. I am advised and respectfully submit that the conduct of the respondents accordingly infringes on my right to dignity, and my cultural rights as a Khoi person. It infringes on the rights of all Khoi people to dignity, to participate in a cultural life of their own choosing, and it denies the Khoi people the right to enjoy their culture and practise their religion as a community.

To see the Elephants suffer in the manner described by Ms Pickover and the elephant experts, and as I observed from the video footage, offends against my sincerely held belief that all Elephants are to be respected and regarded in high esteem. The mistreatment of living beings, and Elephants in particular, is distressing to our people and the state’s failure to ensure the welfare of Lammie, Mopane and Ramadiba is therefore unconstitutional.

*Appropriate relief*

As set out in Ms Pickover’s affidavit, the Bill of Rights applies to all law and binds all spheres of government and organs of state. The state as a whole is obliged to respect, protect, promote and fulfil the rights in the Bill of Rights, including sections 10, 24, 30 and 31. This means that JCPZ and the City bear obligations both positive and negative towards myself and the Khoi people.
These include obligations not to do anything that would diminish my enjoyment of these rights, as well as obligations actively to promote and fulfil these rights.

In this case, JCPZ and the City have failed in these obligations. Their conduct, as regards the holding of Lammie, Mopane and Ramadiba in the conditions in which they are held at the Johannesburg Zoo, demonstrates their failure in these obligations. The treatment of Lammie, Mopane and Ramadiba by the respondents is an affront to the foundation of the Khoi cultural and religious value system, infringes on the rights of Khoi persons, individually and collectively, to dignity, to participate in a cultural life of our own choosing, to enjoy our culture and practise our religion as a community, and to enjoy an environment that is not harmful to our health or well being. This is in violation of my constitutional rights enshrined in sections 10, 24, 30 and 31, as given effect by the NHRA.

I am advised that in such circumstances, the Court is obliged to declare such conduct unconstitutional and invalid. The Court then has the power to grant any order that is just and equitable. In this case, the only just and equitable order that would effectively uphold the constitutional rights and values I have set out above is the relief the applicants seek, directing the release of Lammie, Mopane and Ramadiba so that they may be reintegrated into a wild habitat, to live out their remaining days, as happy, normal elephants in conditions of dignity, acknowledging their sacred place in Khoi culture. I am advised and respectfully submit that the order the applicants seek is a reasonable measure contemplated in section 24 of the Constitution.
I am advised and respectfully submit that the applicants have met the requirements for the grant of mandatory relief in this case. I (and the Khoi people) have clear rights to an environment not harmful to our health and wellbeing under section 24, to dignity under section 10, and to enjoy and participate in a cultural life of our choosing under sections 30 and 31 of the Constitution. The interference with those rights has actually taken place or is reasonably apprehended in that Lammie, Mopane and Ramadiba are experiencing the mental and physical trauma described and detailed in the expert affidavits. There is no other satisfactory remedy available to the applicants that would fully and effectively vindicate those rights.

H. CONCLUSION

In light of what I have set out above, as well as the respective affidavits of the first and second applicants and experts supporting this application, I call upon the respondents to adhere to their Constitutional obligations and adopt a constructive approach to the relief sought. Lammie, Mopane and Ramadiba deserve to live the remainder of their lives in an environment in which they have their freedom and wellbeing.

For the reasons set out above, I respectfully pray that the relief sought in the notice of motion be granted, with costs, in accordance with what I am advised is the ordinary rule.

[Signature]

STEPHEN MICHAEL FRITZ
I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at [Cape Town] on this the 15th day of MARCH 2022 and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended by R1648 of 19 August 1977, and as further amended by R1428 of 11 July 1989, having been complied with.

[Signature]

COMMISSIONER OF OATHS
Full names:
Address:
Capacity:

BRENDAN GUY
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
1ST FLOOR, BLOCK C
132 KOSMEAD AVENUE
KENILWORTH
CAPE TOWN
His Excellency Cyril Ramaphosa  
The Presidency  
Republic of South Africa  
Tuynuys  
Private Bag X1000  
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8000

Friday, 2 October 2020

BY EMAIL:  
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malabo@presidency.gov.za  
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Your Excellency President Ramaphosa,

RE: SOUTH AFRICAN HERITAGE - ZOOS ARE PERPETUATING A DEEPLY COLONIAL POINT OF VIEW

On Heritage Day, 24th September 2020, President Ramaphosa said that:

"The naming and renaming of towns and cities forms part of building a united nation, as well as the erection of new statues and monuments. Monuments glorifying our divisive past should be repositioned and relocated. This has generated controversy, with some saying we are trying to erase our history. But we make no apologies for this. Any symbol, monument or activity that glorifies racism, that represents our 'ugly' past has no place in a democratic South Africa. The struggle against apartheid was first and foremost aimed at ensuring that all our people should reclaim their dignity, black and white. Restoring dignity is the preoccupation of this administration."

The Wildlife Animal Protection Forum South Africa (WAPFSA) is a Forum made up of individuals representing environmental, conservation and wildlife protection organisations, these include experts from the scientific, conservation, legal, welfare, animal rights, tourism, social justice and public advocacy sectors.
WAPFSA would like President Ramaphosa to also consider acknowledging the fact that the zoos in South Africa are lasting monuments to the colonialist ideology of capturing indigenous people, wild animals and plants and keeping them on display. Menageries of the 18th century brought indigenous people and “exotic” animals to Western society and zoos today are a constant painful reminder of this practise.

From the very beginning of South Africa’s history, colonists exercised their control and authority. At first they controlled the Khoikhoi people and simultaneously crafted racist and sexism ideologies about the culture of all indigenous people they encountered as they moved north. Travelogues that circulated in Europe described Africa as being uncivilised. They enforced the belief that it was in Africa’s best interest to be colonized by European settlers.

Human zoos, also known as ethnological expositions, were well documented 19th and 20th century exhibitions of humans. These displays emphasised the cultural difference between Europeans of Western civilization and non-Europeans who practised a lifestyle which was deemed more primitive. One of the most well-known examples of ethnological expositions in our history is the one that took place in 1810, when Saartjie Baartman a Khoikhoi was taken to England. On the 10th January 1811 at the New Theatre in London a pantomime called ‘The Hottentot Venus’ was featured at the end of the evening entertainment. Saartjie Baartman was the so-called Hottentot who was displayed, people were allowed to touch her for a fee. In 1814 Saartjie Baartman was sold to an animal trainer and taken to Paris where she was exhibited as a ‘freak’. Even in death, she became the object of scientific and medical research. Her genitals, her brain and a death cast of her body were displayed until 1985. After five years of negotiation her remains were returned to South Africa on the 3rd May 2002.

In the 1870’s exhibitions of exotic populations became popular in various countries. Human zoos could be found in Paris, Hamburg, Antwerp, Barcelona, London, Milan and New York City. Wild animal merchants in Europe exhibited Africans and wild animals. In 1925 a display at Belle Vue zoo in Manchester, in England was entitled “Cannibals” and featured black Africans depicted as savages. In 1958 a Congolese village was displayed at the Brussels World’s Fair. The history of human zoos is long and very painful.

In 2020 South Africa still has colonial contracts—zoos—which reinforce notions of conquest, control and ‘Otherting’. The purpose for these zoos, the practice of keeping wild nonhuman animals captive is a source of contention. Debates regarding individual animal rights and animal welfare is especially relevant now.

The government zoo in Bloemfontein had to be closed recently because the animals were left to themselves, animals died of starvation. There are still government zoos in Pretoria, Johannesburg and East London. The budget to run these facilities could be better spent on real education.

If we are going to consider ourselves to be post-colonial then we need to shed the colonial narrative and remove wild animals from cages. There is a renewed global focus on racism and the violent colonial history is being highlighted worldwide. South Africa should lead the way, we do not need colonial styled zoos in South Africa instead these facilities could become centres of virtual and immersive technologies, libraries and places of education and study. It became apparent during the global COVID-19 pandemic that children and students needed places where they could access high-speed WIFI in order to continue their studies. Children and students need large areas of safe space to study. The zoos in South Africa could be turned into such facilities. The education of South Africans about our diverse environment and wildlife can continue with live-streamed safari experiences to audiences at these facilities. Lectures could be delivered. The positive educational possibilities are endless.

We eagerly await your positive response.
Yours Sincerely,

Megan Carr  
Founder of Rhinos in Africa

Please note that this letter would not have been possible without the assistance of Chief Stephen Fritz, leader of the South Peninsula Khoi Council.

**Supporting Members of the Wildlife Animal Protection Forum South Africa:**

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<tr>
<th>Member</th>
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<tr>
<td>South Peninsula Khoi Council</td>
<td>Chief</td>
<td>Stephen Fritz</td>
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<tr>
<td>Animal Talk Africa</td>
<td>Founder</td>
<td>Wynter Worsthorne</td>
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<td>African Climate Alliance</td>
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<td>Baboon Matters</td>
<td>Founder</td>
<td>Jenni Trethowan</td>
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<td>Ban Animal Trading</td>
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<td>Gifted for Good</td>
<td>Env. Education</td>
<td>Jabu Myeni</td>
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<tr>
<td>Global March for Elephants and Rhinos</td>
<td>Vice-Director</td>
<td>Megan Carr</td>
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<tr>
<td>Global White Lion Protection Trust</td>
<td>CEO Founder</td>
<td>Linda Tucker</td>
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<td>Institute for Critical Animal Studies (Africa)</td>
<td>Director</td>
<td>Les Mitchell</td>
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<tr>
<td>Monkey Helpline</td>
<td>Co-Founder</td>
<td>Steve Smit</td>
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WILDLIFE ANIMAL PROTECTION FORUM SOUTH AFRICA
OSCAPP-Outraged SAfrican Citizens Against Poaching	Director	Kim Da Ribeira
Parliament for the People	Reg Farming	Vivien Law
Southern African Fight for Rhinos	Director	Lex Abnett
Vervet Monkey Foundation	Founder	Dave Du Toit
Youth Climate Group	Climate Justice Sera Farista
WildAid Southern Africa	Director	Guy Jennings
The South Peninsula Khoi Council

Indaba on Captive Elephants
Hermanus, 06-09-19

This speech can be viewed in full: https://www.youtube.com/watch?v=eKvD7DOPx2U
(minute 16'09" to minute 25'32")

Khoi Language:

Igai tses
Igai / goas
Tita / ge xoma
Ebo / etse / gui tow hulgow
//goaswa omri
Igai tses hari
Gangans
Kai gangans

Hello and welcome
Good morning all
I am the Son of the Soil
Here I've called the Ancestors and animal Spirits
We thank them for joining us
We welcome the Spirits
Thank you
Thank you very much

Mr Chair and Honourable Members,
I have just greeted and welcomed all of you and I want to say to those who are not from the Cape Town area, I welcome and thank you for coming from afar.
I have just called the ancestors of the Khoisan People and the Spirit of the Lion and the Spirit of the Elephant to be among us, so I can now continue.
To me, as a senior Chief of the Khoisan Nation, it is a privilege and honour to be here and part of this Indaba, because Elephants are one of the most important animals in the Khoisan history.
Our history was never recorded but it was passed on from generation to generation and through rock art painting.
When the colonial people arrived here in Cape Town, the last two African Elephants were in the Franschhoek area.
Those elephants were mother and calf; they had seen the oppression and they started to move and lead the crossing over the Fanschhoek Mountain.
Everywhere they have moved, they have brought peace and harmony.
Many animals and also us, the Khoi, followed them in their way towards peace and freedom.
That is why the Elephants are so important for the Khoisan people. The Elephant is the sacred animal to the Khoisan Nation.
It is called "Pop Ishe", which means "Elephant'.
We have a place here near Cape Town; it is called the "Elephant Eye".
It was the place where the Khoisan Princess lived. On top of the cave there is a rock with the image of an elephants and it is the Elephant Eye because there are two streams which stream down the mountain towards the wetland and this elephant is protecting those two very important streams.
In my culture and my history, Elephants are sacred.
We honour them, we dance with the Elephants and do our ceremonies with them and their Spirit.
The Khoisan Nation lives in small groups.
Each group has a medicinal and a traditional Healer.
Once a few people get sick in a clan,
The traditional Healer will do the Nux Dance,
Which most of us know as the Trance Dance.
He will call the spirit of the Elephants and he will draw the Elephants near,
So that we can take the power of the Elephants,
To heal the sick and to make rain.
That's why for the Khoisan people the Elephants are known as the Rain Makers.
But we as the Khoisan People have a problem;
We are angry as a Khoisan Nation,
Because our Elephants are getting killed every day for the ivory,
Our Elephants are enslaved,
Our Elephants are held in captivity,
That is what makes the Khoisan people angry,
I don't know if all of us know,
Here in South Africa we are facing a water crisis,
And do you know why?
Because you are killing the Rain Maker, which is the Elephant,
You capture the Rain Maker, which is the Elephant,
You enslave the Rain Maker, which is the Elephant,
That is why we are facing a water crisis in South Africa,
Mr Chair, Honourable Members, my message I wanted to bring over to all of us here
from the Khoisan Nation is:
FREE!
YOU WERE BORN TO BE FREE!
Like all of us were born to be free!
FREE!
Because, if you put an Elephant in captivity and trade it,
You are not doing it to an Elephant,
You are abusing the Sacred Animal of the Khoisan Nation,
So while the Elephants are in captivity,
The Khoisan Nation and we are in captivity,
While you are killing the elephants,
You are killing the Khoisan Nation,
You enslave the Elephants?
You enslave the Khoisan Nation!
So what I say today:
Enough is enough!
We as a Khoisan Nation,
South African and Southern Africans,
Come together,
We have decided that we will fight,
Till the very last end,
To see and to make sure that the Elephants are freed,
And that's why today I will tell you,

\textit{Atowau Tumma kanste!} \quad \textit{Our struggle continues!}
\textit{Atowau Tumma kanste!} \quad \textit{Our struggle continues!}
\textit{Atowau Tumma kanste!} \quad \textit{Our struggle continues!}

Mr Chair, Honourable Members,
My message for you today is,
We, as the Khoisan Nation,
Will fight and protect what is rightfully belonging to the Khoisan Nation,
Thank you.

\textit{Chief Stephen Fritz}

\textit{The South Peninsula Khoi Council}
IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

In the application of:

ANIMAL LAW REFORM SOUTH AFRICA NPC  First Applicant
EMS FOUNDATION  Second Applicant
CHIEF STEPHEN MICHAEL FRITZ  Third Applicant

and

JOHANNESBURG CITY PARKS AND ZOO NPC (RF)  First Respondent
THE CITY OF JOHANNESBURG  Second Respondent
METROPOLITAN MUNICIPALITY
MEC: ECONOMIC DEVELOPMENT, AGRICULTURE,
environment and rural development,
GAUTENG PROVINCIAL GOVERNMENT  Third Respondent
MINISTER OF FORESTRY,
fisheries and the environment  Fourth Respondent

EXPERT AND CONFIRMATORY AFFIDAVIT: DR M GARAÏ

I, the undersigned,

MARION ELIZABETH GARAÏ SCHATZMANN

do hereby make oath and state as follows:
1. I am a major female Elephant Behavioural Scientist with my principal place of business situated at SENTEBALE Farm, Witfontein, Vaalwater, 0530, Limpopo.

2. The facts to which I depose are true and correct, and are within my personal knowledge except where it is apparent from the context that they are not.

BACKGROUND AND EXPERTISE

3. I studied zoology and did my MSc at the University of Zurich, Switzerland on the behaviour of zoo elephants. I did my PhD thesis through the University of Pretoria in South Africa on translocated orphaned juvenile elephants, that originated from the Kruger National Park's culling operations, and had gone through heavy trauma, witnessing the killing of their mothers and entire family.

4. I have been studying, or otherwise involved in, the behaviour of elephants and in particular, socially disrupted or traumatised elephants, for 37 years. For two years, I studied the behaviour of traumatised orphaned elephants in Sri Lanka and subsequently co-authored two books. I pause to mention that all elephants have the same brain, which is very similar to a human brain. The limbic system, which is the site of emotion, is the same in all mammals. So it is safe to state that both species of elephants, Asian and African, will react the same to captive conditions. The fact that Asian elephants have been kept in captivity for thousands of years has not changed their genetics,
as they were, and still are, captured from the wild, so they remain wild
elephants, that have been forced into captivity. Both species have been
recognised to have highly developed cognitive capabilities, self recognition,
strong emotions, strong family bonds, are capable of rationalising, planning,
reasoning and thinking ahead. In fact this applies to most mammals, with
elephants and great apes and whales at the top of current lists. All animals
have emotions and suffer, including fish, birds and possibly reptiles, as
recent research has shown. Therefore the physical differences between
Asian and African elephants in no way reflect mental differences. These are
the same.

5. I was Chairperson of the Elephant Management & Owners Association
(EMOA) in South Africa for 12 years. All the provincial departments
overseeing environmental affairs were members of the EMOA as were 70%
of all elephant managers and owners.

6. In my capacity as Chairperson of the EMOA, I organised yearly workshops,
wrote newsletters and advised elephant owners on any elephant related
issues. During my chair, EMOA compiled the first elephant management
guidelines, which were subsequently incorporated into the National Norms
and Standards for the Management of Elephants in South Africa, issued
under section 9 of the National Environmental Management: Biodiversity Act,
2004 ("the National Norms and Standards"). I have been instrumental in
founding, chairing or being a Board member of several elephant-related
organisations as is expanded on in my curriculum vitae, attached as
annexure "MG1".
7. I have authored or co-authored many publications on elephant behaviour and have participated in several national and international symposiums. Currently, I am involved in research on the welfare of socially disrupted elephants on smaller reserves in South Africa.

THE PURPOSE OF THIS AFFIDAVIT

8. I was requested by the applicants to provide my views and expert opinion on the physical and mental conditions of the elephants at the Johannesburg Zoo, Lammie, Mopane and Ramadiba (collectively referred to as "the Elephants"), based on my expertise and knowledge, as well as my observations of them from video footage.

9. Based on my knowledge and previous zoo studies, I looked at very fine behaviours, body postures and the general appearance of the Elephants. In particular, I focused on any behaviours which show frustration, nervousness, or, on the other hand, dejectedness and apathy. There are specific behaviour patterns which indicate these aspects, such as repetitive behaviour, frequent touching of self, or flicking and twisting of the trunk with no function. Apathy is shown through, for example, slow movements and very reduced behaviour patterns or long standing bouts doing nothing.

10. I confirm that I have read the founding affidavit of Ms Pickover on behalf of the first, second and third applicants and I confirm the allegations contained therein insofar as they pertain to me. I also confirm that I, together with Mr
Brett Mitchell, prepared the so-called Welfare Report which is attached to Ms Pickover’s founding affidavit.

11. In preparing this affidavit, I was provided with certain documents and other material by the applicants, which I have considered, including all of the video footage, photographs and notes from the students who took the footage of the Elephants and on which I based the Welfare Report and this affidavit.

VIDEO FOOTAGE OF THE ELEPHANTS AT THE JOHANNESBURG ZOO

12. Most zoo associations specify that animals in captivity should be allowed to perform their natural behaviour patterns. In the wild, much of what an elephant does involves cognitively engaging activities that depend on space and social knowledge: such as locating and manipulating a wide variety of food items; remembering the location of water during a drought; searching for potential mates; deciding where to go; and which partners to choose or avoid.

13. In regard to elephants in particular, it is not possible to provide them with most aspects of normal elephant behavioural requirements in a zoo, and it is also not possible to achieve and promote their cognitive or psychologic requirements, which are an integral part of good animal welfare. The normal range of elephants’ natural behaviour includes, in large part: walking and natural foraging; searching, finding and preparing food; comfort behaviours such as skin care with all its facets; normal social functioning and group formations; and natural reproductive behaviour such as oestrus, musth,
guarding, consortship, births and the rearing of calves within a normal family structure.

14. Having had access to the entire video footage of the Elephants and having analysed this in minute detail as to their behaviours and psychological state, I came to the following results and conclusions, based on my many years of experience with captive elephants and those which have undergone trauma:

14.1. The Elephants have nothing to occupy them in their barren enclosure. They spend relatively little time with feeding due to the manner in which food is provided. The food is heaped, and they do not have to search for or prepare it themselves, limiting the time they can spend feeding. Very little time was spent walking and mostly the Elephants simply stood, often doing nothing and displaying boredom behaviours or stereotypies.

14.2. In general, the activities displayed by the Elephants were few and limited due to the conditions under which they are kept. Feeding, standing around aimlessly and smelling around (probably searching for food items) were the main activities of the Elephants, followed by stereotypic behaviour in Ramadiba, walking about (probably searching for something to do) and picking up food items or pebbles from the ground. The continuous picking up and dropping of pebbles shows that there is nothing much for the Elephants to do, and it is behaviour I have seen in bored traumatised elephants at an orphanage in Sri Lanka. It is a type of displacement activity.
Whereas it appears Mopane did not, at the time, show any psychological issues, both Lammie and Ramadiba showed distinct behaviour related to inappropriate keeping conditions.

14.3. Lammie is clearly overweight due to insufficient exercise and inadequate food. This will have negative influence on her joints, which already appear to be affected. On a few occasions her walking seemed to be difficult and painful, which is not a surprise given the fact that the Elephants have hardly any exercise and have to stand for long hours on hard concrete that is likely very cold during the winter months.

14.4. Worryingly, Lammie eats a lot of sand which is a clear indication of inadequate diet through, for example, a lack of minerals and insufficient roughage. The ingestion of sand can lead to severe life-threatening colic as was seen in Kinkel, her previous companion at the Johannesburg Zoo.

14.5. Lammie also shows typical signs of depression and appears only to be “killing time”. Everything she does, whether walking or eating, is done slowly as there is nothing else for her to do but walk around the same limiting enclosure and eat the same things. She stands for long periods in front of the door to her indoor enclosure simply waiting.
14.6. Lammie shows signs of stereotypic walking: walking along the fence from the water trough to her door, turning around and approaching it backwards, then turn around again to face the door. Her behaviour was the least varied of the Elephants and she spends most of her time feeding on teff very slowly. During observation, she never displayed any play behaviour or interest in splashing herself when even the other two elephants were playing at the water dam. She just stood at the edge.

14.7. Lammie displayed some frustrated behaviour, such as frequently touching her face or mouth, putting her trunk up to smell, or flapping her ears when the Elephants were in the small holding boma waiting for something to happen or listening to the food truck and staff. The only time she was seen walking fast was when the Elephants were given what looked like a heap of oats, or similar food item. It is clear to me that Lammie is a sad, depressed, and totally bored elephant, whose mental and physical health shows very poor welfare conditions. The latest neurological findings show that impoverished captive conditions have severe neural consequences on elephant’s brains showing neural deficits and dysregulation, chemically, anatomically, and molecularly. The brain shrinks as do the neurons, because they are not used (See in this regard Jacobs et al 2021, a copy of which article is attached as annexure “MG2”).

14.8. Like Ramadiba, Mopane was wild caught. This goes against the National Norms and Standards. Mopane was subjected to
questionable training methods at two separate elephant-back safari facilities. Her behaviour was intermediary between Lammie’s depressed behaviour on the one hand and Ramadiba’s very frustrated behaviour on the other. Mopane gets on with both Lammie and Ramadiba and appears to like to spend time at the water trough playing with water. Given a chance in a natural environment Mopane could recover reasonably soon from the trauma of captivity.

14.9. Ramadiba displayed very frustrated and nervous behaviour and was visibly not impressed with the food provided at the Johannesburg Zoo. He only seemed to eat the teff out of hunger and boredom, and was often seen throwing it away or kicking it in frustration. His nervousness was shown by several behaviours. He held his ears out frequently or flapped one ear once, often together with touching his face. Although constant ear flapping is a normal behaviour during hot weather, Ramadiba flapped both ears much more frequently than both the females. The Welfare Report details this further.

14.10. Ramadiba often played with his trunk, twisting it around, and also touched his ear, face or body very frequently with the tip of his trunk with no apparent goal. These behaviours are not seen in the wild but are known from bored and frustrated zoo elephants. He also showed stereotypical behaviour frequently (rocking from side to side) which is also a behaviour never seen in the wild.
14.11. Stereotyped rocking or head bobbing is well documented for zoo elephants, and all authors agree that it is a sign of poor welfare shown by elephants who are bored and frustrated. Ramadiba switched his behaviours constantly, another sure sign of nervousness and frustration. Even in the outside enclosure, when the Elephants were together, he did not stop his frustrated behaviours. It is my view that Ramadiba needs to be released as soon as possible before he succumbs to stress or depression and is psychologically harmed.

14.12. The behaviour patterns of all three Elephants and the inadequate facility and management to which they are subjected shows extremely poor welfare conditions in every respect.

15. The applicants also provided me with video footage of the Elephants, which I understand was recorded at the Johannesburg Zoo on 28 July 2021 and on the 3rd and 7th November 2021. Having considered this footage, I remain of the view that the Elephants are being held in an inadequate facility and subject to extremely poor welfare conditions.

15.1. I observed the Elephants were again (and still) displaying temporal gland secretion on the video I was shown, as well as stereotyping behaviour as a clear sign of distress.

15.2. The temporal gland is situated between the elephant’s eye and ear. It is a gland that secretes two kinds of fluids. The first is a sticky,
strong smelling (even to humans) and thickish fluid secreted by bull elephants in musth. It advertises the bull elephant's state of being in musth to other males (so that they keep their distance to avoid confrontation) and to females to know that the bull elephant is near ready to mate. Male elephants generally mate during the musth period, which they come into once a year, and during which period their blood testosterone levels are extremely high, making them aggressive and dangerous to people during this period and also other elephant bulls, who will keep their distance.

15.3. The second type of secretion is more fluid and not as strong smelling (at least to humans). It occurs in both sexes, including bull elephants out of musth. This secretion follows an immediate emotional arousal or short stress of the elephant. It may be a positive indication, for example when elephant families meet. However, it also shows negative stress, as in anxiety, waiting for something, or being upset or nervous.

15.4. I attach as annexure "MG3" a photograph of an elephant which demonstrates the temporal gland secretion to which I have referred. From the photograph, a darker patch is visible on the elephant's skin between the eye and the ear. This is where the secretion emerges from the gland and the flow of the secretion down the elephant's skin is also visible. The secretion in this photograph is a strong secretion, but it may sometimes appear simply as a patch around the gland.
15.5. It is evident from the video footage that was provided to me that both Lammie and Mopane display temporal gland secretion. Lammie, in particular, displayed strong temporal gland secretion down her right cheek. In the video footage, Lammie can initially be observed standing waiting inside the house, but she then leaves the house, which is when the temporal gland secretion becomes visible.

15.6. This temporal gland secretion is unusual for Lammie and shows immediate stress. I say that it is unusual because in all of the earlier footage of Lammie from 2019, she never showed temporal gland secretion, but was rather observed to be “switched off”. The temporal gland secretion Lammie displayed in this latest footage is strong.

15.7. Although temporal gland secretion does not in itself indicate good or bad welfare, it does demonstrate stress in some form. An elephant that is depressed or bored, or otherwise has compromised welfare, will not necessarily secrete.

15.8. Ramadiba did not display evidence of temporal gland secretions in the video footage from July 2021. However, the footage clearly shows Mopane and Ramadiba stereotyping.

15.9. Mopane appears to go through the motions of eating by “picking up” items that are not visible and placing them into her mouth. It is evident from the footage that there is no food in front of Mopane.
when she does this. This could either be the result of Mopane ingesting very small bits of hay, sand or pebbles, or is stereotyped behaviour in which Mopane is, in fact, ingesting nothing at all.

15.10. The Elephants continue to show clear signs of boredom. There is no environmental enrichment or stimulation provided to the Elephants for their physical and mental wellbeing. There is hay visible on the ground (or it could be dry lucerne), but none of the Elephants can be seen to touch it during the video footage. No branches were provided to the Elephants to provide them with roughage, which is vital for digestion. As I observed in 2019, Lammie is still typically seen waiting for food near the house or wall, and walks backwards in a kind of stereotyped behaviour.

15.11. In essence, nothing significant appears to have changed since I observed the Elephants in 2019. They all continue to exhibit concerning behaviours that are indicative of diminished welfare. From the footage, Ramadiba appears to be less nervous than when initially observed but all Elephants appear to be very bored and seem to have “given up”. The scientific term for this is “learned helplessness” and refers to the depressed state in which animals become conditioned to aversive stimuli and stop trying to change their environment or rebel against it.

16. It is my view that all three Elephants should be released together into a sanctuary as soon as possible and given a chance to live the life of an
elephant with dignity, be allowed to meet their biological, cognitive and social requirements and be allowed to engage in their natural behaviours. None of their needs can be met at the Johannesburg Zoo.

17. Elephants are sentient, highly cognitive, intelligent and very social animals with a sense of self and empathy, only shown in few species such as dolphins and great apes thus far. Elephants need to be allowed to forage naturally and choose what they wish to feed on and where.

18. Likewise, they need to be able to form natural family units and interact socially with other elephants and animals. If adult males such as Ramadiba are to flourish, they must have the opportunity to form social relationships with other males. Essentially, elephants need to be allowed to express their full range of natural behaviours which also include exercise and mental stimulation.

19. The frequent response given by zoos for keeping elephants is that they contribute to conservation and education. The educational value of keeping captive elephants appears to be very limited and the only thing children learn is that it is acceptable to keep elephants in captivity for the entertainment of people. There is no educational value in seeing three unnaturally behaving depressed or frustrated elephants.

20. A short study was conducted, by one of the students assisting me during observation of the elephant enclosure in 2018, on the reaction of passing visitors at the enclosure. The longest time that a group of people stayed at
the fence to look at the Elephants was four to five minutes and this was generally only if they sat down on the bench to rest. Most people stayed for less than three minutes. Many groups of children or families just walked past, indicating that the visitors were not interested in seeing bored and frustrated elephants. This is not education by any standard. Similarly, there is absolutely no conservation value at all in keeping elephants in an unnatural zoo environment.

21. Even if there were occasional value for a few people to see the Elephants, this does not warrant the keeping of mentally damaged animals for the entirety of their lives in an inadequate and inappropriate facility, robbing them of any form of natural elephant life in dignity, and compromising their welfare.

22. Lammie, Mopane and Ramadiba need to be rehabilitated as soon as possible into a sanctuary. It is vital they be released together, as they will have formed bonds by now. Lammie has already lost many family members and bonding partners and separating the Elephants again would be nothing short of cruel. Lammie must be given the opportunity to choose whether she wants to remain with Mopane and Ramadiba once at the sanctuary or to go her own way eventually.

23. The rehabilitation of the Elephants must only be done by an expert who has experience in rehabilitating captive elephants. This process will require much time and patience and I am advised that Mr Brett Mitchell and other experts expand on what the reintegration process would entail. Rehabilitation must
be implemented, step by step, and the Elephants given all the time they need individually to proceed to each next level of rehabilitation.

24. Whereas Mopane and Ramadiba most likely will need less time to be rehabilitated, as they have experience in the wild and have not been captive for as long as Lammie has, Lammie will require much more time and effort and will have to be taken very slowly through each step. It has been shown on many occasions that rehabilitation is possible, even for severely traumatised captive elephants. The recent and well publicised transfer of Kaavan, the 35 year old zoo elephant in Pakistan, is such a case and has created a world precedent for intervention in matters pertaining to animal welfare.

25. The rehabilitation of ex-trained elephants here in Southern Africa has also been done with great success several times. There is no indication that any elephant, unless severely physically disabled, cannot be rehabilitated to a sanctuary.

OVERVIEW OF ELEPHANT BEHAVIOURS IN THEIR NATURAL HABITAT

26. Elephants are large-brained, intelligent, cognitive and inquisitive animals. In the wild, everything elephants do is an intellectual challenge: locating and manipulating a wide variety of food items; remembering the location of water during a drought; searching for potential mates; deciding where to go, who to go with, who to join and who to avoid; bringing up and protecting their
young; avoiding danger; and finding adequate food in times of drought and according to season.

27. The above cannot be provided in a zoo environment, which is why environmental enrichment was developed in order to keep captive elephants occupied. This implies hard work by zoo staff and it includes inventing new items to play with and innovative daily programs (as the elephants soon tire of a known object or routine) and inventing ways to provide exercise and counter boredom by dispersing or hiding food to induce the elephants to search, prepare, dig, reach, and find the food. Environmental enrichment is of extreme importance and has been shown to alleviate problems such as stereotyping behaviour in elephants and can also induce positive chemical changes in the brain.

28. The varied and complex diet of elephants in the wild, and their techniques and strategies for meeting their dietary needs, are difficult or impossible to replicate in captivity. Elephants spend approximately 75% of their life searching for and acquiring adequate food and water. Grasses, herbs, leaves, roots, branches, bark, seedpods, lianas, fruit and fungi are all part of their diet. Elephants meander from food item to food item, walk purposefully from one habitat to another and engage in seasonal migrations in response to rainfall over many tens of kilometres. The physical activity and mental stimulation involved in the search for food items (walking, searching, reaching and smelling) and their manipulation (digging, kicking, stabilizing with the feet; prying, levering, and breaking with the tusks; pulling, ripping, breaking, defoliating, cleaning with the trunk), provides a naturally enriching
environment that contributes to the health and mental wellbeing of the elephants, in a manner that cannot be replicated in a captive situation.

29. Over 40 different techniques have been described as being used by wild elephants to manipulate and extract food items. Furthermore, in addition to specific techniques, foraging in situ requires: social learning; long-term spatial memory; decision-making; vocal, visual and tactile communication; collaboration; tactical manoeuvres; and the physical exercise that leads to muscle tone and general health. Dietary needs should, therefore, not be looked at in isolation of the overall physical and mental health and wellbeing that foraging behaviour brings to an elephant.

30. Elephants are physically and behaviourally adapted to walking long distances. Their feet are highly sensitive, and the pads are designed for walking on uneven, rough terrain. Free-living elephants in Amboseli, Kenya are on the move at least 20 hours a day, actively foraging, exploring, socialising and searching for conspecifics, required minerals, or food and water.

31. Home ranges vary from approximately 15 to approximately 11,000km². For example, in the Kruger National Park, home ranges of females vary from 86 to 2776 km². In Northern Botswana home ranges vary from 447 to 3309 km², with some groups traveling up to 200 km per day. Walking and exercise has been shown to benefit health in humans and other animals and exercise also enhances brain plasticity.
32. Because their feet are highly sensitive and not suitable for standing for extended periods on concrete, zoo elephants are highly prone to arthritis, osteoarthritis and hernias. They also experience foot and nail problems such as pathological lesions in the pads and nails, split nails, abscesses, torsion, ulcerations, and overgrown cuticles. Musculoskeletal impairments are one of the major health issues in captive-held elephants, including degenerative joint disease, low bone density, and ensuing lameness. Not only the joints of the extremities, but also the vertebral column is affected by pathological alterations.

33. Elephant skin also lacks the protective hairs that most other mammals have and in hot weather, elephants can lose up to 10% of the water in their bodies. The larger a body, the less surface to volume ratio there is, which means that once an elephant has heated up it cannot lose excess heat easily. Therefore, elephants have developed several mechanisms to keep cool – loose and folded skin to increase the surface area; exceptionally large outer ears with many superficial veins and thin skin to dissipate heat to the environment and which they constantly move and fan to cool the veins; and behavioural mechanisms such as resting during hot hours and standing in the shade. In the wild elephants can find trees and thickets to keep out of the hot sun and other elements such as wind and rain.

34. Because elephants have very few hairs to protect their skin from sunburn, biting insects, parasites and heat or cold, careful skin care is a vital behavioural part of an elephant’s repertoire. Bathing, sandbathing and mud wallowing are all crucial parts of body care and all zoos should provide ample
substrate for elephants. Mud not only prevents heat loss and keeps the skin moist much more efficiently than water, it also binds biting insects and skin parasites. In order to rid the skin of these, elephants must be able to scratch all parts of their bodies on objects, such as tree stumps or rocks. Scratching keeps the skin supple and clean.

35. Elephants are also socially complex animals with intricate vocal, tactile, visual and chemical communication systems. Relationships radiate out from the mother-offspring bond through family, bond group, clan, sub-population, independent adult males, and even beyond the population, to strangers. Matriarchs have been shown to know and recognise by their voice up to 100 other elephants individually.

36. Elephants are renowned for their strong mother-offspring relationships, and bonds between all related females last a lifetime. Adult males too, form long-term friendships among male age cohorts and relatives and, depending on their age, spend between 30% to 80% of their time in association with family groups. They are able to discriminate between individual scents, voices and appearances of hundreds of familiar and unfamiliar individuals, including friends and foes, relatives and non-relatives, higher-ranking and lower-ranking competitors and friendly or unfriendly other species.

37. In recognition of their social complexity, most zoo organisations such as the Association of Zoos and Aquariums, the World Association of Zoos and Aquariums and the European Association of Zoos and Aquariums state that
a minimum of three to five females and multigenerational groups should be kept together, and there should be more than one male.

38. Holding a bull elephant in captivity is always a huge challenge due to the physiological state of ‘musth’, which occurs in adult males. During this period, which can vary from only a few weeks in the wild to many months when in captivity, the testosterone blood levels of the bull elephant are extremely elevated, which makes them very aggressive during this period. This is a reason why many zoos do not keep bulls at all.

THE VARIOUS WELFARE CONCERNS REGARDING LAMMIE, MOPANE AND RAMADIBA

39. In light of the above overview on the nature of elephants generally, the environment at the Johannesburg Zoo is deficient in a number of regards. I expand on this below.

40. The outside area of the elephant enclosure was 6091m² in size at the time that I prepared my report. However, it now appears that the Elephants could have access to an adjacent area which has enlarged the size of the enclosure. The original enclosure is surrounded by a dangerous moat. Lammie and her former partner, Kinkel, have in the past already fallen into this moat, where they could easily have broken a limb. Because moats are known to be dangerous, modern zoos desist from having them around their enclosures.
41. There is a mud dam and a newer concrete dam in the enclosure for the Elephants’ bathing and mud wallowing. The newer dam was being built during the observations of the Elephants during 2019. There is, however, no shade or shelter from the elements other than the trees on the outside of the enclosure which provide a bit of shade in the late afternoon. The Elephants have nothing available to keep out of the sun, wind or rain other than the dark concrete houses, which were not always accessible to them in any event. Lammie was observed placing teff on her head, possibly as a behaviour to shade herself from the sun.

42. There are also no structures in the enclosure for the Elephants to hide if they want to. The Johannesburg Zoo is open to the public throughout the entirety of the day and the Elephants have to endure the loud noise and presence from the public, including children. Elephants have very acute hearing and it has been shown that animals exposed to constant noise experience stress. Noise affects alertness, cognition and motor performance. The elephant enclosure provides no opportunity for the Elephants to retire or conceal themselves if they want to either escape the noise or keep out of each other’s way.

43. There are also no structures for the Elephants to scratch themselves against for skin care, other than a concrete pole with tyres attached to it. During observation there was also no sand provided, other than the natural ground, for the Elephants to use for sandbathing,
44. The indoor enclosure for the Elephants is similarly inadequate. The housing consists of two concrete rondavels with a concrete floor, inappropriate for the Elephants’ sensitive feet and inducive to arthritis, and a few tiny slits at the top for air and light. The one rondavel holding the females, Lammie and Mopane, is split into two sections, leaving only extremely limited space for each elephant to move around with the additional result that they often have to walk or stand in their own urine and faeces – a sure source for foot infections.

45. In a zoo environment, elephants often have to spend much time in their indoor housing for management reasons. Modern zoos generally provide large, well-aired and well-lit housing facilities, which are open to the public and have soft rubberised substrates and thick layers of sand for the elephants to stand, lie down or walk around on and which prevent the elephants from standing in their own urine and faeces. Light and fresh air (or heating if necessary) is provided by windows or technical installations.

46. Given the antiquated structure of the rondavels, it is also apparent that there are no appropriate features whatsoever, such as a water feature or scratching posts and there is no facility to provide ‘Protected Contact’ management. Protected Contact management is used by most modern zoos and implies that there is always a barrier between the elephants and the keepers to ensure safety of the staff and the animals. Bulls, especially, are a serious safety issue in zoos and many zoos have had fatal incidents involving their staff. Protected Contact management requires training of staff and the elephants themselves as well as technical and electric installations (for
example, remote control of gates) so that necessary procedures such as medical care, body care, food provision and cleaning can be carried out without endangering lives. The Johannesburg Zoo appears to have no Protected Care facility, and the staff have to physically go inside the enclosure and be in direct contact with the Elephants, thereby endangering themselves and the animals.

47. It further appeared from the observations of the Elephants that food is provided mainly indoors as the Elephants tended to stand around for very long periods, waiting at the door to be allowed inside even as they were given teff and pellets outside during the day. Lammie, especially, was seen standing at her door for prolonged periods.

48. During the entire observation time between 6 June 2019 and 5 March 2020, spanning 15 days, the Elephants were seen only to receive teff, some pellets, occasional fruits and vegetables, a few branches on rare occasions, and sometimes a heap of what appeared to be oats or a similar food, which Lammie seemed to enjoy.

49. The food was given to the Elephants in one heap and there was absolutely no enrichment provided by hiding the food, giving the Elephants large branches for them to manipulate, and giving the Elephants different food items provided at different times and in varying ways. The Elephants were thus left without any of the above-mentioned behavioural possibilities which they would normally have to keep them occupied and healthy.
50. Ramadiba, especially, showed great frustration with the teff, often throwing it around and kicking it. The teff is clearly a food he was not used to and he appears to dislike it.

51. Branches and bark are essential in providing the necessary roughage for digestion. Without this, elephants become prone to colic. Lammie was frequently observed sweeping sand from the ground and ingesting as much as possible, which is likely a way for her to obtain the necessary roughage. Roughage is vital for digestion and this is provided by branches and bark in the wild. It could also be that the sand provides vital minerals, otherwise missing in the food provided. Sand ingestion in elephants is particularly concerning and her partner Kinkel died of colic and sand impaction in 2018.

52. Furthermore, for the reasons highlighted above, the keeping of Ramadiba at the Johannesburg Zoo as a lone bull does not accord with the social structure of elephants and the Johannesburg Zoo has absolutely no facility to keep a bull in musth, should Ramadiba enter this at some time. There is no indication that management at the Zoo has even considered this.

53. The behavioural repertoire of free-ranging African elephants includes close to 400 documented behaviours. That of elephants held captive is not only severely impoverished (a tiny fraction of behaviours expressed in the wild), but it most often includes stereotypical and abnormal behaviours not observed in the wild such as head-bobbing, swaying, nipple-pulling and infanticide. The current situation at the Johannesburg Zoo of two unrelated females and one male is totally inadequate, deprives all three Elephants of
essential social interactions, and greatly limits their possible behavioural repertoire. Therefore, their welfare is greatly compromised.

54. Deprived of anything to do except feeding, the mental health of the Elephants will be greatly compromised. Indeed, Lammie shows typical signs of depression and moves and feeds in a manner which is indicative of ‘killing time’, as there is nothing else to do the whole day, each week, month and year.

55. It is clear to me that the Johannesburg Zoo cannot provide the necessary space and environment to ensure the Elephants’ welfare, and mental and physical health requirements. This is the space and facility that the Elephants have to spend their entire lives in. For such intelligent animals to be reduced to playing with only a few tyres embedded in the ground for the remainder of their lives is not enriching.

56. The food provided is totally inadequate and lacks essential elements such as sufficient roughage, variety, and any form of innovation in offering the food to the Elephants to keep them busy and mentally stimulated. The fact that Lammie (and previously Kinkel) resorts to eating sand, proves the inadequacy of food provision at the Johannesburg Zoo and in this respect the welfare and health of the Elephants are seriously compromised.

57. Furthermore, the conditions under which the Elephants are kept goes against general standards. The fact that management has not provided for Ramadiba and his separation from Lammie and Mopane when he starts his musth
cycles, and has not built an appropriate facility to keep him during this period, demonstrates limited care for and knowledge of the Elephants' requirements.

CONCLUSION

58. Elephants are sentient, cognitive, highly social, intelligent, sensitive and feeling beings, whose complex behavioural needs, social entourage, feeding and body care requirements cannot be met in a captive environment. They need, above all, space, social family groupings, varied food types and opportunities to engage in all their normal behaviour patterns as described in this affidavit. Anything less falls short of what they require and compromises their welfare.

59. I submit that in this particular case, based on the video footage and observations of the facility, management, and behaviour of the three Elephants, the treatment of Lammie, Ramadiba and Mopane falls very short of what is required, even for a captive facility, and they should be released together into a sanctuary as soon as possible. Their physical and psychological health and welfare is severely compromised.

60. I accordingly support the relief sought by the applicants.

MARION ELIZABETH GARAÏ SCHATZMANN
I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent’s knowledge both true and correct. This affidavit was signed and sworn to before me at Vaalwater on this the 14th day of March 2022, and that the Regulations contained in Government Notice R.1258 of 21 July 1972, as amended by R1648 of 19 August 1977, and as further amended by R1428 of 11 July 1989, having been complied with.

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Nationality: Swiss
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Qualifications:
1984- 1989. Study of Zoology at the University of Zuerich, Switzerland, with specialisation in Ethology.
1989 Diploma (MSc) on the Social behaviour of elephants in captivity (under Professor Hans Kummer, University of Zuerich).
This included 4.5 years field work walking with several groups of translocated young elephants on private reserves.

Research
10 years at Zuerich Zoo studying the behaviour of the elephants.

Studies on social behaviour of orphaned elephants at the Elephant Orphanage in Pinnawela, Sri Lanka (1997, 1998) as part of a study group from the University of Vienna, Austria, which endeavoured to improve the welfare of the elephants at the orphanage. Two Books came out of this research.

Research on the behaviour of orphaned translocated elephants in South Africa
Research on the welfare of socially disrupted elephants in South Africa and implications to management
Research on reintroductions of ex-trained elephants back to the wild

International Symposia (presentation given):