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**DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM**

**WORLD HERITAGE CONVENTION ACT, 1999**

**REGULATIONS IN CONNECTION WITH THE GREATER ST. LUCIA WETLAND PARK**

The Minister of Environmental Affairs and Tourism has, under section 44 of the World Heritage Convention Act, 1999 (Act 49 of 1999) made the regulations in the Schedule.

### **SCHEDULE**

**REGULATIONS IN TERMS OF THE WORLD HERITAGE CONVENTION ACT, 1999 IN CONNECTION WITH THE GREATER ST. LUCIA WETLAND PARK**

#### **Definitions**

1. Unless the context clearly dictates otherwise, terms defined in the Act and used in the Regulations shall have the same meaning as in the Act and the terms below shall have the following meaning:

**"Act"** means the World Heritage Convention Act, 1999;

**"Authority"** means the Authority for the GSLWP established by Government Notice No. 4477 of 24 November 2000;

**"Board"** means the Board for the Authority;

**"Chief Executive Officer" or "CEO"** means the person referred to in regulation 11(1) who shall be in charge of the Executive Staff Component and responsible for the day-to-day management of the GSLWP;

**"commercial activities"** mean, subject to the provisions of the Management Agreement, all activities which are capable of being conducted within or in connection with the GSLWP and are of an income producing or commercial nature; and which shall include, but not be limited to tourism; provided that such activities are associated with the conservation of the GSLWP and

- a. do not cause the material permanent destruction of renewable or non-renewable resources within the GSLWP other than as permitted in the Management Agreement or the IDMP; and
- b. where applicable, have been approved by the competent authority after an environmental impact assessment;

**"conservation"** means the management of a conservation system of wild animals, flora and fauna, including, without limitation, on land, water and at sea, in a manner so that the GSLWP shall be retained as far as may be practical in its natural state and for the benefit and enjoyment of the community and visitors;

**"GSLWP"** means the Greater St. Lucia Wetland Park as proclaimed by the Minister to be a World Heritage Site by Government Notice No. 4477 of 24 November 2000;

**"IDMP" or "Integrated Development Management Plan"** means the integrated management plan in terms of Chapter IV of the Act;

**"Management Agreement"** means the agreement entered into pursuant to regulation 18;

**"MEC"** means the Member of the Executive Council in KwaZulu-Natal responsible for (a) economic development and tourism or (b) agriculture and environmental affairs (or both), as the case may be;

**"Regulating Committee"** means the Regulating Committee established in Regulation 19;

**"Service"** means the Nature Conservation Service established by the KwaZulu Natal Nature Conservation Management Act 9 of 1997 for the purpose of these regulations herein represented by its Board;

**"Tourism Authority"** means the KwaZulu-Natal Tourism Authority established by the KwaZulu-Natal Tourism Act 11 of 1996;

## Objectives

2. (1) These Regulations recognise that-

- a. the Greater St. Lucia Wetland Park is situated in one of the poorest areas of South Africa;
- b. there is a limited window of opportunity in which responsible development can be effected in the Greater St. Lucia Wetland Park by way of tourism;
- c. tourism has the potential to contribute greatly to the fulfilment of the objectives of the Act and the well-being of the people of the Republic and KwaZulu-Natal; and
- d. the Act creates the framework to ensure that the Greater St. Lucia Wetland Park be managed, protected and developed in a manner consistent with South Africa's obligations under the Convention, international best practice and the principles of co-operative government set forth in Chapter 3 of the Constitution;

(2) In accordance with the Act's commitment to balanced conservation and development, the primary objectives of the GSLWP are to-

- a. ensure that effective and active measures are taken for the protection, conservation and presentation of the World Heritage Convention values in the Greater St. Lucia Wetland Park;
- b. promote the empowerment of historically disadvantaged adjacent communities;
- c. promote, manage, oversee, market and facilitate optimal tourism and related development in the Greater St. Lucia Wetland Park; and
- d. encourage sustained investment and job creation.

(3) The objectives of these Regulations are to-

- a. provide for the environmental and cultural protection and sustainable development of, and related activities in and around the GSLWP;
- b. give effect to the values of the Convention in and around the GSLWP;
- c. ensure that the Convention and the Operational Guidelines are effectively implemented in and around the GSLWP, subject to the Constitution and the provisions of the Act and the Regulations;
- d. promote, manage, oversee, market and facilitate tourism and related development in connection with the GSLWP in accordance with applicable law, the Convention and the Operational Guidelines in such a way that the ecological and cultural integrity of the GSLWP is maintained;
- e. ensure that everything done in terms of the Regulations conforms with the obligations of the Republic in terms of the Convention and the Operational Guidelines in relation to the GSLWP;
- f. ensure the identification and transmission to future generations of the cultural and natural heritage of the GSLWP;
- g. ensure that effective and active measures are taken for the protection, conservation and presentation of the natural and cultural heritage of the GSLWP;
- h. encourage investment and innovation in connection with the GSLWP; encourage job creation in connection with the GSLWP;
- i. promote the development of environmentally, culturally and, if applicable, economically sustainable projects in connection with the GSLWP; and
- j. promote empowerment and advancement of historically disadvantaged adjacent communities in projects related to the GSLWP.

### **Procedure for entering into agreements**

3. Any agreement or series of agreements referred to in section 13(1)(g) of the Act to be entered into by an Authority-
  - a. in excess of Rand 10 million (annually adjusted for inflation, using 2000 as the basis year); and/or
  - b. for a term longer than 20 years requires the prior written approval of the Minister;

### **Duties of Authority**

4. In connection with the GSLWP and in addition to the duties in section 13(2) of the Act, the Authority shall have the duty to-
  - a. develop measures for the environmental and cultural protection and sustainable development of, and related activities within and in connection with the GSLWP and to ensure that the values of the Convention are given effect to, including, without limitation, in relation to harmful activities outside the GSLWP such as harmful farming, harmful forestry, pollution, harm to the catchment areas of the GSLWP and land degradation;
  - b. oversee the GSLWP in accordance with the Act and the Convention;
  - c. without limitation to the sources of funding available to the Authority and the GSLWP, take effective and active measures to be financially efficient and independent and commercially viable;
  - d. establish and implement, in addition to the Integrated Development Management Plan, related subordinate plans, including, without limitation precinct plans, wilderness areas and other appropriate designations; and
  - e. in connection with land governed by the KwaZulu-Natal Ingonyama Trust Act, 1994 (Act No. 3 of 1994), ensure that such land is administered in accordance with that Act, including that-
    - i. such land is administered for the benefit, material welfare and social well-being of the members of the tribes within whose jurisdiction such land falls; and
    - ii. no rights in land will be granted over such land without the written consent of the relevant tribal authority; provided that a tribal authority may provide its consent in a single written instrument for more than one such grant of rights; and
  - f. as soon as is practicable, endeavour to seek to simplify the legal regime applicable to the GSLWP and have the GSLWP governed by the fewest number of regulatory instruments; provided that such legal instruments shall be of the highest possible legal standing.

### **Criteria for Appointments to the Board**

5. (1). The Board shall include representatives from-
  - a. the Service; and
  - b. the Tourism Authority.
- (2) The Board may also include, without limitation, representatives from-
  - a. national Government;
  - b. provincial government departments and provincial cultural, nature conservation and heritage authorities;
  - c. directly affected adjacent communities and tribal authorities;
  - d. organised business;
  - e. public and private nature conservation bodies;
  - f. cultural organisations;
  - g. non-governmental organisations;
  - h. scientific or academic expert bodies;
  - i. local authorities;

- j. private landowners; and
- k. international cultural or nature conservation bodies.

### **Composition of Board**

6. (1) The Chief Executive Officer shall be an ex officio Board member.
- (2) Persons may be appointed or seconded to the Board by the Minister in accordance with the Act for a period of 3 years or such shorter period as the Minister may determine.
- (3) Different periods of appointment may be determined for different appointments.
- (4) On the expiry of a term of appointment, that person may be re-appointed by the Minister.
- (5) Appointments may, at the discretion of the Minister, be made on a part time or agency basis.
- (6) In the event of a vacancy on the Board for any reason, the Minister may, subject to the provisions of the Act, appoint a person or persons to fill such vacancy for a period determined by the Minister when making such appointment; provided that if such vacancy arises within six months from the invitation process set forth in section 14 of the Act, the Minister may fill such vacancy from the names presented to the Minister as part of that nomination process.
- (7) A Board member may at any time and upon giving no less than 30 days notice to the Minister resign as a Board member.
- (8) The Minister may remove a Board member if good cause exists to do so, including, without limitation-
- a. infirmity of mind or body preventing a Board member from discharging his or her duties properly;
  - b. conduct which brings the Board and/or the Authority into disrepute;
  - c. the existence of an undisclosed conflict of interest; and
  - d. absence from three consecutive Board meetings without good cause shown.

### **Chairperson and vice-chairperson of Board**

7. The Minister shall appoint the chairperson and vice-chairperson of the Board who may not be a member of the Executive Staff Component.

### **Meetings of Board**

8. (1) Meetings of the Board shall be held on such dates and at such times and places as the Board may determine from time to time by resolution, but the Board shall meet at least once every three months and the first meeting of the Board shall be held at such place and time as the Minister in consultation with the chairperson designate may determine.
- (2) The quorum for a meeting of the Board shall be a majority of the total number of Board members appointed at that time, but where no quorum is present for the second successive meeting of which proper notice was given, the number of members then present shall constitute a quorum even if that number is less than a majority of the total number of Board members at that time.
- (3) In the event of the equality of votes of the Board, the chairperson shall have a casting vote.
- (4) The Board may invite, in its discretion, members of the public and the media to attend a meeting of the Board.

### **Conflicts of Interest of Board**

9. (1) Where in relation to a matter being investigated, acted, considered or voted upon by the Board, a member of the Board has any interest which precludes or could preclude that member

from performing his or her functions as a member in a fair, unbiased and proper manner, that member shall not participate in such investigation, action, consideration or vote and shall take no further part in that matter.

(2) Any disclosure of a conflict of interest shall be recorded in writing.

(3) If a member fails to comply with the preceding two sub-Regulations, the relevant actions of the Board shall be null and void, except if such failure did not alter the action of the Board in any manner.

### **Conditions of service and remuneration of Board**

10. The conditions of service and the remuneration of the members of the Board are as set out in Annexure 1 as amended [by regulation] from time to time by the Minister with the concurrence of the Minister of Finance.

### **Executive Staff Component**

11. (1) The Executive Staff Component shall be under the control and supervision of the Chief Executive Officer.

(2) Persons shall be appointed to the Executive Staff Component by the Board upon the recommendation of the Chief Executive Officer in accordance with the Act on a contract basis or otherwise for such period as the Chief Executive Officer may determine, including, without limitation, on a temporary basis or pursuant to an agency or secondment arrangement.

(3) Different periods of appointment may be determined for different appointments.

(4) On the expiry of a term of appointment, that person may be re-appointed by the Chief Executive Officer.

(5) Appointments may, at the discretion of the Chief Executive Officer, be made on a full time or a part time basis, but where a person is appointed on a full time basis, he or she may not, without the prior written permission of the Chief Executive Officer engage in or perform remunerative work outside the duties of his or her office as Executive Staff Component member.

(6) The provisions of and the directives, rules and policies made under the Public Service Act, 1994 (Proclamation 103 of 1994) shall not apply to the Executive Staff Component, but the conditions of employment and remuneration of the members shall be as set out in Annexure 2 as amended by regulation from time to time by the Minister with the concurrence of the Minister of Finance.

(7) The Chief Executive Officer may remove an Executive Staff Component member if good cause exists to do so, including, without limitation-

- a. infirmity of mind or body preventing an Executive Staff Component member from discharging his or her duties properly;
- b. conduct which brings the Executive Staff Component and/or the Authority into disrepute;
- c. the existence of an undisclosed conflict of interest;
- d. dereliction of duties; and
- e. absence from three consecutive Executive Staff Component meetings without good cause shown.

(8) The Chief Executive Officer may establish such ad hoc or permanent committees as may be reasonably necessary for the proper functioning of the Authority, including, without limitation, community committees or similar structures to ensure the active participation of affected surrounding communities.

### **Conflicts of Interest of Executive Staff Component**

12. The provisions of Regulation 9 shall apply mutatis mutandis to the Executive Staff Component.

### **Executive Staff Component meetings**

13. Meetings of the Executive Staff Component shall be held on such dates and at such times and places as the Chief Executive Officer may determine from time to time; provided that a meeting shall be held at least once a month.

#### **Interim management Regulations**

14. (1) Until the Chief Executive Officer is appointed pursuant to section 17(2) of the Act, the day-to-day management and functioning of the Authority shall vest in the Department of Environmental Affairs and Tourism or such delegates as that Department may determine (this may be referred to as the "Interim Authority").

(2) All existing planning measures in connection with the GSLWP shall remain in force until the Integrated Development Management Plan for the GSLWP becomes effective in accordance with the Act: provided that where such existing planning measures do not exist or are less comprehensive than the interim planning measures set forth in Annexure 3, the measures in Annexure 3 shall apply as if they were part of the Integrated Development Management Plan for the GSLWP.

(3) As soon as is practicable after the establishment date, the Authority may, if applicable, ratify the actions of

- a. the Committee referred to in clause 8 of the Memorandum of Understanding published in Notice 2611 of 2000 of Government Gazette number 21391 dated 21 July 2000; and
- b. the Department or its delegates acting pursuant to sub-paragraph (1).

#### **Sources of funding of Authority**

15. Subject to applicable law, including, without limitation, the Public Finance Management Act, 1999 (Act No. 1 of 1999) (to the extent that it is applicable), the Authority may receive and raise monies from-
  - a. contract for goods and services;
  - b. loan;
  - c. donor funding from inside or outside the Republic;
  - d. interest;
  - e. joint venture income;
  - f. fees, including, without limitation, fees related to -
    - i. turnover; or
    - ii. rights granted by the Authority; or
    - iii. services provided by the Authority;
  - g. sale income;
  - h. income from the development or lease of the assets under the control of the Authority;
  - i. subsidies from any organ of state; or
  - j. appropriation by Parliament or a provincial legislature.

#### **Financial Regulations**

16. (1) Without limiting any duty under applicable law, including, without limitation, the Public Finance Management Act, 1999 (to the extent that it is applicable), the Act or the Regulations, financial statements required to be prepared and/or submitted in terms of the Act or the Regulations shall be compiled and presented in sufficient detail to afford a clear and complete understanding of the affairs and financial position of the Authority and, where applicable and practicable, shall comply with the applicable relevant provisions of the Public Finance Management Act, 1999 and generally accepted accounting practice.

(2) The annual financial plan pursuant to section 36 of the Act must include, without limitation, details regarding the-

- a. projects and activities for the ensuing financial year and their estimated cost, sources of funding and performance indicators; and
- b. budgeted financial statements for each quarter of the ensuing year in accordance,

to the extent that it is applicable, with section 53 of the Public Finance Management Act, 1999, comprising-

- i. an income and expenditure budget;
- ii. a cash flow budget;
- iii. a budgeted balance sheet;
- iv. notes explaining data in the foregoing; and
- v. other information reasonably necessary to impart a clear understanding of the annual financial plan and the key assumptions on which it is premised.

(3) The strategic plan pursuant to section 37 of the Act must include, without limitation, (and without derogating from the need to harmonise the strategic plan with other applicable planning measures, such as the integrated management plan) details regarding the-

- a. nature, extent, mission and objectives of the Authority;
- b. identity and qualifications of the members of the Board and the Executive Staff Component;
- c. staffing plan, organisational chart and divisional functions and responsibilities;
- d. significant projects and their estimated cost, sources of funding and performance indicators; and
- e. financial projections for each of the ensuing five years.

(4) The Authority shall open and keep a bank account or accounts, including, without limitation, a trust fund for accepting donor funding and similar purposes, with investment grade (or higher rated) financial institutions registered as a bank under the Banks Act of 1991.

### **Transfer of employees**

17. Any person may be transferred or seconded to the Authority on contractually agreed terms, including, without limitation, by way of any agency or similar agreement.

### **Management Agreement**

18. (1) In accordance with the principles of co-operative government set forth in Chapter 3 of the Constitution and in order to avoid institutional overlap and ensure the optimal use of resources and qualified institutions in relation to the GSLWP, the Regulating Committee members shall enter into a legally binding Management Agreement within three months of the establishment date which shall clearly specify the roles and responsibilities of the Authority, the Service and other stakeholders that may become signatories to the Management Agreement; Provided that if the members of the Regulating Committee fail to reach consensus on the terms of the Management Agreement, the Minister shall determine the terms thereof after considering representations from the Regulating Committee.

(2) Without derogating from the scope of the Management Agreement set forth elsewhere in the Regulations, and subject to the principles set forth in sub-regulation (3), the Management Agreement shall deal, without limitation, with:

- a. matters to give effect to the Act and the Regulations;
- b. the transfer of assets and obligations to and from the Authority including, without limitation, the timing, cost and revenue sharing arrangements in connection with such transfers;
- c. implementation and execution of the Integrated Development Management Plan for the GSLWP; and
- d. assistance with regulatory processes and approvals in connection with the GSLWP.

(3) Subject to all applicable law, the division of institutional responsibility pursuant to the Management Agreement shall be pursuant to the following principles-

- a. the Service shall be responsible for-
  - i. conservation management; and

- ii. regulatory enforcement related to conservation;
- b. the MEC shall be responsible for regulatory policy related to conservation and oversight; and
- c. subject to the Management Agreement, the Authority shall be exclusively responsible for commercial activities and related planning and zoning, including, but not limited to:
  - i. the provision of accommodation and activities for visitors to the GSLWP;
  - ii. carrying on business or trade primarily for the convenience of visitors to the GSLWP;
  - iii. construction and erection of such roads, bridges, buildings, structures, fences and related work as may be necessary in connection with commercial activities;
  - iv. making such fees and charges as it may determine in connection with its activities;
  - v. authorising any person to carry on, subject to such conditions and the payment of such charges as it may deem fit, any activity in connection with commercial activities in the GSLWP;
  - vi. marketing; but will make reasonable efforts to ensure that all its marketing efforts are co-ordinated with the Tourism Authority;
  - vii. research and development; and
  - viii. local economic empowerment;

and may do all things which are necessary to ensure that the Regulations and the Management Agreement are complied with.

(4) Nothing in paragraph 3(c) shall be construed as a limit on the Authority's ability to agree contractually with reputable, skilled and adequately resourced third parties for the fulfilment of the Authority's functions or duties; provided that the ultimate responsibility for any matter so agreed remains with the Authority.

(5) The Management Agreement shall be subject to such policy and norms and standards as the Minister may prescribe from time to time pursuant to section 44(3) of the Act.

### **GSLWP Regulating Committee**

19. (1) In order to assist the Authority and in accordance with the principles of cooperative government set forth in Chapter 3 of the Constitution, the Authority shall establish the GSLWP Regulating Committee comprising of-
- a. the Chief Executive Officer of the Authority who shall also be the chairperson of the Regulating Committee and have a casting vote in case of a deadlock: Provided that until the Chief Executive Officer is appointed, regulation 14(1) shall apply and the person so earmarked by the Department of Environmental Affairs and Tourism shall act as the interim Chief Executive Officer;
  - b. the chief executive officer of the Service on behalf of the MEC for agricultural and environmental affairs and the Service;
  - c. the chief executive officer of the Tourism Authority on behalf of the MEC for economic development and tourism and the Tourism Authority; and
  - d. another representative appointed from time to time at the discretion of the Minister.
- (2) The Regulating Committee shall be responsible for-
- a. the negotiation and execution of the Management Agreement; and
  - b. once the Management Agreement is effective, ruling finally on any disagreement, dispute, question of interpretation or similar matter that may arise from the Management Agreement between the parties to the Management Agreement in the manner determined in the Management Agreement.
- (3) The Management Agreement shall provide, without limitation, in relation to the roles and responsibilities of the members of the Regulating Committee in connection with the



**GSLWP-**

- a. an appropriate mechanism to deal with the ongoing interaction between the members of the Regulating Committee;
- b. the quick and final settlement of all disputes that may arise in connection with the Management Agreement; provided that any dispute that can not be so resolved within the time period set forth in the Management Agreement (which shall not exceed 21 days) will be referred to the MEC and the Minister for final resolution;
- c. the time, manner and place of meetings of the Regulating Committee;
- d. funding of the Regulating Committee; and
- e. standing delegation to and by the members of the Regulating Committee.

**Time, manner and form of complying with technical, administrative and reporting requirements of the Convention**

20. The Authority shall provide an annual written report to the Minister within 90 days of the end of each financial year in which detail is provided on how the Authority has assisted the Department in a timely manner to comply with technical, administrative and reporting requirements of the Convention in connection with the GSLWP.

**Date of commencement of Regulations**

21. These Regulations shall commence on the date of publication in the *Government Gazette*.

**Annexure 1**

1. Board members shall be remunerated for their services in accordance with the directives issued from time to time by the Department of Finance.
2. Board members shall be reimbursed for the reasonable cost of travel to and from Board meetings and other reasonable expenses incurred in the performance of their duties.

**Annexure 2**

1. Subject to Section 27 of the Constitution and other applicable law, the service conditions of employees of the Authority shall be regulated by written contract and such contractual measures may deal, without limitation, with the following:
  - 1.1. Probation periods not exceeding 6 months.
  - 1.2. Medical examinations, reference checks and other applicable background information.
  - 1.3. Whether the appointment is permanent or temporary.
  - 1.4. Salary and other remuneration, in accordance with the applicable guidelines, if any, from the Department of Finance.
  - 1.5. Employee benefits, if any, including-
    - 1.5.1. Medical aid
    - 1.5.2. Pension
    - 1.5.3. Housing allowance
    - 1.5.4. Travel allowance
    - 1.5.5. Entertainment allowance.
  - 1.6. Conditions of service.
  - 1.7. Overtime payment, if any.
  - 1.8. Vacation.
  - 1.9. Confidentiality.
  - 1.10. Discretionary bonuses and other incentive payments.
  - 1.11. Manner of payment.
  - 1.12. Disciplinary Code and Procedure.
  - 1.13. Intellectual property.
  - 1.14. Employment outside the GSLWP Authority.
2. Subject to the Act, all potential and actual conflicts of interest must be disclosed by members of the Executive Staff Component.

**Annexure 3**

## Interim Planning Measures

### Zoning for Tourism

The foregoing figure entitled "Visitor Use Zones within the GSLWP" illustrates the visitor use Zones for the GSLWP.

*The essential concept underlying the zonation framework for the GSLWP is that it provides for a full spectrum of park usage ranging from high-density recreation to a true wilderness experience.*

The nomenclature, description of setting and key characteristics for each of these zoning categories are presented below:

#### Unmodified Natural Environment (Wilderness Zone)

(This may be equivalent to proclaimed *Wilderness Zones* or *Wilderness Areas*, but may also include areas not designated as such but which provide the highest quality natural setting.)

##### *Description of Setting:*

A landscape, natural in all respects, where the focus is on the protection of biodiversity and ecosystem processes. Human presence is temporary and associated impacts are transient. Recreational use is limited to the lowest intensity, and the range of activities and visitor numbers are restricted. Wilderness quality experience is possible in this environment.

##### *Key Characteristics:*

The characteristics of this zone include the existence of a natural landscape; strict protection; no structures; use of *in situ* natural materials; stone cairns; no alien vegetation; access on foot or horseback; low intensity and transient use; and the availability of wilderness experiences.

#### Largely Unmodified Environment (Limited Use Zone)

##### *Description of Setting:*

A landscape which is natural in most respects, with the exception of certain minor structures which enhance access or mitigate environmental impact. The focus is on the protection of biodiversity and ecosystem processes. Recreational usage is low in density and the focus is on offering an exclusive high quality experience.

##### *Key Characteristics:*

Key characteristics include the existence of natural landscape; mitigation of impacts; the use natural materials; low recreational use; no self-guided vehicle access and no upgrade roads. The area provides a near wilderness experience with access limited to no motorised boats, foot trails and 4 x 4 tracks.

#### Partly Modified Environment (Low Density Use Zone)

##### *Description of setting:*

A natural landscape which is predominantly unmodified, with the exception of some recreational and management structures including roads.

##### *Key Characteristics:*

This zone is characterised by the existence of natural landscapes; isolated alien vegetation clumps; controlled use of a low intensity; active mitigation of impacts; natural resource use; and low key structures such as hides, picnic sites and bush camps. It offers nature experiences and self guided vehicle areas on upgraded roads.

#### Modified Environment (Moderate Density Use Zone)

##### *Description of setting:*

The landscape is partially transformed, but, with management, a largely unmodified natural setting may

be restored. Management efforts are directed towards restoration. Roads may be provided for two-wheel drive vehicle access. There may be evidence of alien plant encroachment, but measures to eradicate these plants must be included in the management plan.

*Key Characteristics:*

This zone comprises a partially modified landscape containing natural areas, evidence of past non-conservation uses, focus on facility-based recreation and upgraded game viewing roads, bush camps, hides, picnic sites, self guided walks and self guided 2 x 4 game drives. It allows moderate to high use intensity, management infrastructure, and nature experiences.

Highly Modified Environment (A High Density Use Zone)

*Description of setting:*

Preferably located on the periphery of a protected area, but may, due to past land use, be located as an island within the protected area. Non-invasive alien plants may be permitted, but measures to eradicate invasive alien plants must be included in the management plan. Sights and sounds of man, vehicles and infrastructures are readily evident and the concentration of users is often high.

The High Density Use Zone in the GSLWP is essentially an amplification of the Park Development Node, as described below.

*Key Characteristics:*

This zone is characterised by a variety of non-conservation and conservation land uses but the emphasis is on recreational and leisure developments. Recreational land uses could include a residential component and a service centre. Concepts and principles of urban planning, rather than pure protected area planning apply to this zone.

Park Development Node

*Description of setting:*

Natural landscape which could include concentrated nature-based activities in a landscaped setting. Views should be of less modified settings. Frequent human or mechanical sounds could characterise such a setting.

*Key Characteristics:*

This zone comprised a landscaped recreation area which may contain facilities such as restaurants, swimming pools, tennis courts, children's playgrounds, management infrastructure, lawns and landscaped gardens. Characteristics include substrate modification and extensive management of impacts. This area provides a comfortable and safe nature experience of nature and includes campsites, rest camps, interpretation centres and game capture facilities.

Conservation Zone

*Description of setting:*

Rural settings outside statutory protected areas. These may include community conservation areas and biosphere reserves.

This zonation falls outside the core protected area and is characterised by extensive non conservation, mixed land uses comprising mainly agriculture, including extensive livestock grazing, cultivation and settlement, and appropriately zoned pockets of low-key, facility-based recreational development. In most instances, the biophysical resource base is extensively modified with only remnant patches of indigenous vegetation remaining.

*Key Characteristics:*

This zone is characterised by conservation and non-conservation uses, such as agriculture, settlement, and facility-based recreation. It is extensively modified and provides countryside and cultural experiences.

The Framework (Marine)

This zonation framework is contained in the Management Plan for the Maputaland Marine Reserve and comprises 3 different types of zones (sanctuary, restricted and controlled access) which are described separately for the inshore and offshore environment. The activities permitted in each zone are detailed below

Offshore Zonation (from the low water mark to 3 nautical miles out to sea):

### **Offshore Controlled Access Zones (C)**

#### **Location:**

- 5-Mile Reef (incl.) to Red Sands
- Leven Point (excl) to Cape Vidal

#### **Permitted activities:**

- Scuba-diving (code of conduct applies, i.e. no use of gloves)
- Snorkelling (code of conduct applies)
- Boating (DOT registered)
- Pelagic fishing (except at 2-mile reef = only in waters >30m)
- Spearfishing (except at 2-mile reef = only in waters > 18m, only pelagic gamefish)
- Research (by scientific permit)
- Educational tours (by permit and non-extractive, e.g. whale watching, dive trails)

**Not permitted:** Bottom fishing

### **Offshore Restricted Zones (B)**

#### **Location:**

- N13 Point (incl.) to Botelier Point (incl.)
- Dog Point (excl) to 7-mile (incl.)

**Permitted activities** (under special permit only, limited numbers, concession basis):

- Limited scuba-diving (only advanced divers, numbers limited, code of conduct applies)
- Snorkelling (code of conduct applies)
- Boating (DOT registered)
- Pelagic fishing
- Spearfishing (pelagic gamefish only)
- Research (by scientific permit)
- Educational tours (non-extractive, e.g. whale watching, dive trails)

**Permit system:** The issue of special permits for these zones is controlled and administered by OIC's, MMR and SLMR. The permits are specific to the Maputaland and St Lucia Marine Reserves, and are obtainable locally.

**Not permitted:** Bottom fishing

### **Offshore Sanctuary Zones (A)**

#### **Location:**

- Mozambique border to N13 Point (excl)
- Botelier Point (excl) to Dog Point (incl)
- Red Sands to Leven Point (incl.)

#### **Permitted activities:**

- Boating:

Vessels at sea within the three nautical mile limit offshore:

- have the right of passage
- may not be in possession of any fish or parts thereof

may not stop for any reason, other than an emergency (e.g. sinking)

**Not permitted:**

- Scuba-diving
- Snorkelling
- Pelagic fishing
- Spearfishing
- Educational tours (by permit and non-extractive, e.g. whale watching, dive trails)
- All forms of extractive use, including bottom fishing
- Collection of biota, marine products (shells) and rocks/sand, etc

Inshore Zonation (from the base of the dune to the low water mark):

**Inshore Open Access Zones (C)****Location:**

- 9-mile to Red Sands
- Leven Point (excl) to Cape Vidal (incl.)

**Permitted activities:**

- Educational tours
- Research Scientific permit)
- Snorkelling in rock pools and shallow subtidal
- Walking on beaches and rocks
- Rock and surf angling
- Controlled beach driving

**Not permitted:**

- Harvesting of intertidal organisms

**Inshore Restricted Zones (B)****Location:**

- N31 rocks (incl.) to Kozi mouth (incl.)
- N13 (excl) to Botelier Point (excl)
- 9-Mile to Dog Point (excl)

**Permitted activities:**

- Educational tours
- Research (scientific permit)
- Snorkelling in rock pools and shallow subtidal
- Walking on beaches and rocks
- Rock and surf angling

**Not permitted** (except under special permit):

- Harvesting of intertidal organisms
- Vehicles on beaches

**Inshore Sanctuary Zones (A)****Location:**

- Kozi mouth (excl) to Mozambique border
- N13 Point (incl.) to N31 rock ledge (excl)
- Dog Point (incl.) to Botelier Point (incl.)
- Red Sands to Leven Point (incl.)

**Permitted activities:**

- Educational tours (turtle walks, wilderness trails)
- Research (scientific permit)

- Walking on beaches
- Rock and surf angling

**Not permitted** (except under special permit):

- Harvesting of intertidal or shallow subtidal organisms (benchmark no-use zones north of Mabibi to be identified in consultation with community)
- Walking on rocks
- Vehicle on beaches (except for essential official travel)

**Sites that are suitable for tourism development, subject to environmental impact assessments**

	SITE	SITE	UPPER BED	UPPER LIMITS	EXISTING DEVELOPMENTS	EXISTING BEDS
	NAME	CATEGORY	LIMIT	ON BEACH	ON FOOT PRINT	INCL. CAMPING
1	Cape Vidal - Beach Site	Development node	500+ beds	1500	Self catering Units / Camping	445
2	Cape Vidal - Bhangazi site	Medium	100 beds	n/a	Self catering Units	82
3	Lake View [NCS Mgt Base]	Medium to large	200 beds	n/a	Picnic Site	
4	Perriers Rock	Small	80 beds	50	DWAF Chalet	
5	Northern St Lucia Village	Development node	500+ beds	n/a	Croc Farm / Camping / NCS Mgt Faci	
6	Estuary View	Medium to large	300 beds	n/a	Abandoned NPA Workshop	
7	Honeymoon Bend	Medium to large	300 beds	n/a	Picnic Site	
8	Eden Park Campsite	Medium	100 beds	n/a	Camping	120
9	Sugarloaf Campsite	Medium to large	200 beds	n/a	Camping	552
10	Iphiva Camp Site	Medium to large	200 beds	n/a	Education centre	474
11	Mapelane	Medium to large	200 beds	750	Self catering Units / Camping	474
12	Khula/Gateway	Medium to large	400 beds	n/a	No existing foot print	320
13	Indonya - [NCS Mgt Base]	Medium to large	200 beds	n/a	NCS Mgt Facilities	
14	Mpate River Confluence	Very Small	40 beds	n/a	No existing foot print	
15	Charters Creek	Development node	400 beds	n/a	NCS Mgt Facilities & Self catering Units	59
16	Fanies Island	Medium	100 beds	n/a	As above	151
17	Ndlozi Peninsula x 2	Medium x 2	200 beds	n/a	SANDF Base	
18	False Bay Camping Site	Medium	100 beds	n/a	NCS Mgt Facilities & Camping	216
19	False Bay Bush Camp	Small	60 beds	n/a	Bush camp	16

20	Mantuma Camp	Medium	200 beds	n/a	NCS Mgt Facilities & Self catering Units	101
21	Mkuze Hunting Camp	Small	60 beds	n/a	Bush camp	8
22	Lower Mkuzi	Medium to large	200 beds	n/a	NCS Out post & borrow pit	
23	Muzi Pan East	Medium to large	200 beds	n/a	No existing foot print	
24	Yengweni Pan	Very Small	30 beds	n/a	No existing foot print	
25	Manzinbomvu Camp	Medium	100 beds	n/a	Self catering Units / Camping	60
26	Mdlanzi Pan	Very Small	30 beds	n/a	No existing foot print	
27	Ntabendi	Very Small	30 beds	n/a	No existing foot print	
28	Mgobezeleni Lake	Medium	100 beds	n/a	No existing foot print	
29	Sodwana Bay	Development node	800+ beds	2500	Self catering Units/ Camping	2806
30	Nine Mile	Medium	100 beds	50	Controlled day visitor access to beach	
31	Sibaya South	Small	60 beds	n/a	No existing foot print	
32	Baya Camp	Small	60 beds	n/a	Bush camp	20
33	Mabibi	Small	60 beds	100	Camp sites	105
34	Island Rock	Medium to large	200 beds	200	NCS Mgt Facilities	
35	Lala Nek	Small	60 beds	50	Picnic Site	
36	Rocktail Bay	Small	60 beds	40	Exclusive lodge	
37	Banga Neck	Very Small	30 beds	100	Trails camp	8
38	KwaDapha Camp	Small to Medium	100 beds	n/a	Community lodge	30
39	Amanzinyama Camp	Very Small	30 beds	n/a	Trails camp	8
40	Kosi Bay Self catering Units	Medium to large	200 beds	n/a	Self catering Units / Camping	163
41	Makawulani Lake	Very Small	30 beds	n/a	Trails camp	8
42	Nkovukeni	Very Small	30 beds	0	No existing foot print	
43	Threlfall [Crane development]	Medium	100 beds	150	Abandoned Mission	