



**REPUBLIC OF NAMIBIA**

**MINISTRY OF ENVIRONMENT AND TOURISM**

OFFICE OF THE ENVIRONMENTAL COMMISSIONER

**ENVIRONMENTAL CLEARANCE CERTIFICATE**

**ISSUED**

In accordance with Section 37(2) of the Environmental Management Act (Act No. 7 of 2007)

**TO**

**Orange River Vineyard Investments (Pty) Ltd  
P.O. Box 314 Windhoek**

**TO UNDERTAKE THE FOLLOWING LISTED ACTIVITY**

**Construction and Operations of Irrigation-based Agricultural activities,  
Aussenkehr**



**DEPUTY ENVIRONMENTAL COMMISSIONER**

Issued on the date: **2019-12-13**

Expires on this date: **2022-12-13**

**(See conditions printed over leaf)**

**Reduce**

**Reuse**

**Recycle**





**CONDITIONS OF APPROVAL**

1. This environmental clearance is valid for a period of 3 (three) years, from the date of issue unless withdrawn by this office
2. This certificate does not in any way hold the Ministry of Environment and Tourism accountable for misleading information, nor any adverse effects that may arise from these activities. Instead, full accountability rests with the proponent and its consultants
3. This Ministry reserves the right to attach further legislative and regulatory conditions during the operational phase of the project
4. Conditions applicable to Sensitive Areas applies



**Annexure: Conditions applicable to Environmental Clearances Certificate No: ECC00404 | Serial: sKRrjm404 in Areas of Biophysical Sensitivity**

1. This Environmental Clearance shall serve as a contract of agreement between the proponent and the Ministry of Environment and Tourism, but it does not in any way make the Ministry of Environment and Tourism responsible for any wrong or insufficient information provided, nor any adverse effects that may arise from this project's activities. Instead, full responsibility and accountability rest with the developer and his/her consultants.
2. The Holder of this Environmental Clearance (hereafter referred to as the activity Proponent) assumes full responsibility and liability for the safety and conduct of employees, contractors and/or visitors.
3. The proponent agrees to fully indemnify the Government of the Republic of Namibia in the event that the Government is held liable in respect of any loss, damage or injury sustained to an employee, contractor and/or visitor whilst such employee, contractor and/or visitor is in the auspices, direction or invitation of the holder.
4. Entry and exit points to the Park as well as the driving routes to be followed in the Park shall be determined by this Ministry in its sole discretion and shall be communicated to the Holder in writing. The proponent shall strictly adhere to the designated entry points, exit points and driving routes.
5. Only existing tracks or roads may be used unless prior approval is obtained from the Ministry.
6. All tracks or roads must be established, constructed and rehabilitated under the supervision of officials designated by the Ministry for this purpose.
7. The Proponent acknowledges that designated staff of this Ministry may monitor the activities of the proponent in order to verify adherence to the conditions imposed in this authorization. The Proponent undertakes to give their full cooperation to the designated staff in this regard.
8. In the event that an application to renew the clearance is received, the renewal of this clearance is entirely within the discretion of the Ministry and the Proponent should entertain no expectation of whatsoever nature in that regard. In this regard, this Ministry accepts no responsibility of whatsoever nature, for any expenditure which the Proponent incurs in order to exercise their rights and obligations in terms of this clearance, and which expenditure is rendered redundant or futile in the event that this clearance is not extended.
9. In the event that the Ministry extends the clearance for an additional period, the Ministry reserves the right to impose additional conditions or amend existing conditions of this authorization, and the Proponent agrees to be bound by such additional and/or amended conditions.

10. In the case of non-compliance with any of these conditions, the clearance can be terminated by the Ministry at any time by written notice to the holder, including the reasons for such termination. Notice of termination in terms hereof will not detract from any of the Proponent's obligations pertaining to the clearance, including the implementation of the environmental management plan and the rehabilitation of disturbed areas or other impacts caused by the Proponent.
  11. A six-monthly report on project progress and environmental management profile, starting from date of commencement of operations, must be submitted by the Proponent to the Ministry of Environment and Tourism, particularly, the directorates of Environmental Affairs, and Parks and Wildlife Management.
  12. There shall be no voluntary disposal of any form of waste in all undesignated and approved waste disposal areas of the Republic of Namibia. A suitable waste storage facility must be constructed to serve as a waste retention device prior to transportation out of the nearest approved designated site.
  13. Using the best and affordable methodology, the Proponent must ensure that all listed activity's operations footprints are thoroughly rehabilitated prior to closure of the operation. Wherever possible, the Proponent must proceed with the rehabilitation process concurrently with the progression of the project rather than wait until the damage is far beyond the available means of management.
  14. The general standard for all rehabilitation processes must at all costs aim at restoring the natural character of the environment to the satisfaction of the Ministry of Environment and Tourism. Such rehabilitation processes shall be inspected and certified satisfactory or unsatisfactory by the Ministry of Environment and Tourism. Where a certificate of unsatisfactory is issued, the Proponent shall be advised to carry-out certain tasks to meet the requirements. Failure to meet the basic rehabilitation requirements shall be regarded by this Ministry as a breach of this contract and of which serious consequences shall follow.
  15. If the EIA/EMP report for a given listed activity requires the services of an external reviewer, the Proponent shall bear the full cost of the review of that particular report. Under such circumstances, this Ministry shall only pronounce its decision on the issue once the full cost of the review is paid-out to the reviewer.
  16. Finally, the Proponent is advised that these conditions shall be reviewed and refined on a regular basis to ensure compliance and sound management of our protected areas. From this perspective, and depending on site specifics and the technical nature of a given project, further conditions shall be attached to guide the operations of such projects.
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