



UMZIMVUBU
— LOCAL MUNICIPALITY —

UMZIMVUBU LOCAL MUNICIPALITY

BYLAWS RELATING TO OUTDOOR FACILITIES AND MUNICIPAL BUILDINGS

LOCAL AUTHORITY NOTICE 45

UMZIMVUBU MUNICIPALITY

The Municipal Manager hereby publishes, in terms of section 13 of the Local Government: Municipal Systems Act, 2000 [Act No. 32 of 2000] read with section 162 of the Constitution of the Republic of South Africa Act 1996 [Act No. 108 of 1996] the By-laws Relating to Outdoor Facilities and Municipal Buildings that come into operation on the date of publication thereof.

BY-LAW RELATING TO OUTDOOR FACILITIES AND MUNICIPAL BUILDINGS

PREAMBLE

WHEREAS the Council of the Municipality is vested with legislative authority in terms of the Constitution of the Republic of South Africa, 1996 [Act No. 108 of 1996];

AND WHEREAS the Council of the municipality in the exercise of its functions has the right to promote the achievement of a safe and peaceful environment and to provide for procedures, methods and practices to regulate the use and management of outdoor facilities or municipal buildings owned by or under the control of the Municipality;

NOW THEREFORE be it enacted by the Council as follows:

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CHAPTER 1:**DEFINITIONS**

In this by-law, words used in the masculine gender include the feminine, the singular includes the plural and vice versa and unless the context otherwise indicates —

"appurtenance" means any installation or appliance in an outdoor facility or municipal building and includes, without derogating from the generality of the aforesaid, any keys, locks, windows, sewerage pans, basins, water taps and fittings;

"authorized official" means —

- [a] an official of the Municipality who has been authorized by it to administer, implement and enforce the provisions of this by-law;
- [b] a traffic officer appointed in terms of section 3A of the National Road Traffic Act, 1996 [Act No. 93 of 1996];
- [c] a member of the police service, as defined in terms of section 1 of the South African Police Service Act, 1995 [Act No. 68 of 1995]; or
- [d] a peace officer, contemplated in terms of section 1 of the Criminal Procedure Act, 1977 [Act No. 51 of 1977];

"hirer" means any person who applies, pays and obtains approval for the use of the outdoor facilities or municipal buildings;

"Municipality" means the Umzimvubu Municipality established in terms of section 12 of the Local Government: Municipal Structures Act 1998, [Act No. 117 of 1998] and includes any duly authorized political structure or office bearer as defined in this Act, Councillor, agent or any employee thereof acting in connection with this by-law by virtue of a power vested in the Municipality and delegated or sub-delegated to such political structure or office bearer, Councillor, agent or employee;

"Notice" means an official notice displayed at every entrance to or at a conspicuous place at or on an outdoor facility or municipal building and in which the Municipality must make known provisions and directions adopted by it in terms of this by-law;

"Outdoor facility" or "municipal building" means —

- [a] any land, square, camping site, swimming bath, river, public resort, recreation site, nature reserve, zoological, botanical or other garden, park or hiking trail which is the property of the Municipality, including any portion thereof and any facility or apparatus therein or thereon;

[2] The directions contemplated in subsection [1] must be made known by means of a notice.

[b] any building, structure, hall, room, or office including any part thereof and any facility or apparatus therein, which is the property of, or is possessed, controlled or leased by the Municipality and to which the general public has access, whether on payment of admission fees or not, but excluding —

any public road or street;

[ii] any outdoor facility or municipal building contemplated aforesaid if it is lawfully controlled and managed in terms of an agreement concluded by any person with the Municipality; and

[iii] any outdoor facility or municipal building hired from the Municipality;

"Person" means a natural or juristic person and vice versa and includes a voluntary association of natural or juristic persons;

"Prescribed fee" means the fee determined by resolution of the Municipality for the hire of outdoor facilities or municipal buildings;

"Property" means the property on which the outdoor facility or municipal building or buildings of the Municipality are situated.

CHAPTER 2: USE OF OUTDOOR FACILITY OR BUILDING

[2] MAXIMUM NUMBER OF VISITORS

[1] The Municipality may determine the maximum number of visitors who may be present at a specific time in or at an outdoor facility or municipal building.

[2] The number contemplated in subsection [1] must be made known by the Municipality by means of a notice.

[3] ADMISSION TO AN OUTDOOR FACILITY OR BUILDING

[1] An outdoor facility or municipal building is, subject to the provisions of this by-law, open to the public during the times determined by the Municipality and made known in a notice.

[2] No visitor may enter or leave an outdoor facility or municipal building at a place other than that indicated for that purpose.

[4] ENTRANCE FEES

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- [2] Entrance fees may be varied in respect of persons of different ages and the Municipality may exempt certain groups of persons from the payment of an entrance fee, provided that such exemption does not amount to unlawful discrimination.

[5] NUISANCES

- [1] No person may perform or permit any of the following acts in or at an outdoor facility or municipal building —

- [a] the use of language or the performance of any other act that disturbs the good order;
- [b] the firing of firearms, airguns, air pistols, fireworks or the use of sling-shots or catapults without the Municipality's written consent;
- [c] the burning of rubble or refuse;
- [d] the causing of unpleasant or offensive smells;
- [e] the production of smoke nuisances;
- [f] the causing of disturbances by fighting, shouting, arguing or by the use of loudspeakers, radios, television sets or similar equipment; or
- [g] in any other manner cause a nuisance, obstruction, disturbance or annoyance to the public.

- [2] An authorized official may, during any activity of the hirer, direct that the hirer prevent the entry into or the removal from the hired outdoor facility or municipal building of any person who is —

- [a] intoxicated and behaving in an unseemly or obnoxious manner; or
- [b] causing a nuisance or annoyance to other people in or users of the said outdoor facility or municipal building, occupiers of other parts of the building or neighbouring buildings and/or the general public.

[6] HEALTH MATTERS

- No person may in or at an outdoor facility or municipal building —

- [a] dump, drop or place any refuse, rubble, material or any object or thing or permit it to be

done, except in a container provided for that purpose in or at the outdoor facility or municipal building;

- [b] pollute or contaminate in any way the water in any bath, swimming pool, dam, river or water-course;
- [c] enter any bath or swimming pool while suffering from an infectious or contagious disease or having an open wound on his body; or
- [d] perform any act that may detrimentally affect the health of any visitor to an outdoor facility or municipal building.

STRUCTURES

No person may, without the written consent of the Municipality having first been obtained, erect or establish in or on an outdoor facility or municipal building any structure, shelter or anything similar, except the parking of a caravan or tent erected for camping purposes on a site specifically set aside for that purpose by notice.

[8] LIQUOR AND FOOD

No person may, contrary to a provision of a notice, bring into an outdoor facility or municipal building any alcoholic or any other liquor or any food of whatever nature, unless stipulated in the conditions of hire.

- [2] No person may on, in or at an outdoor facility or municipal building, contrary to a provision of a notice, cook or prepare food of any kind whatsoever, except at places set aside for such purposes by notice.
- [3] The preparation and cooking of food in or at an outdoor facility or municipal building must be done in a clean and hygienic manner so as not to give rise to excessive smoke or other nuisances or entail any danger to health.
- [4] No live animals, poultry or fish may be killed or skinned on, in or at an outdoor facility or municipal building, unless stipulated in the conditions of hire.

[9] ANIMALS

- [1] No person may bring any live animal, bird, fish or poultry into an outdoor facility or municipal building except in accordance with the directions of the Municipality.

[10] USE OF OUTDOOR FACILITIES OR MUNICIPAL BUILDINGS

[1] No person may, without the consent of the Municipality or contrary to any condition that the Municipality may impose when granting such consent —

- [a] arrange or present any public entertainment;
- [b] collect money or any other goods for charity or any other purpose from the general public;
- [c] display or distribute any pamphlet, placard, painting, book, handbill or any other printed, written or painted work;
- [d] arrange, hold or address any meeting;
- [e] arrange or hold a public gathering or procession, exhibition or performance;

conduct any trade, occupation or business;
- [g] display, sell or rent out or present for sale any wares or articles;
- [h] hold an auction; or tell

fortunes for compensation.

[2] For the purposes of this by-law, "**public gathering or procession**" means a procession or gathering of 15 [fifteen] or more persons and which is not regulated by existing national, provincial or local legislation.

[11] SAFETY AND ORDER

[1] No person may, subject to subsection [2], in or at an outdoor facility or municipal building

- [a] damage or disfigure anything within such outdoor facility or municipal building;
- [b] use or try to use anything within such outdoor facility or municipal building for any purpose other than that for which it is designated or determined by notice;
- [c] light a fire or prepare food, except at a place indicated for that purpose by notice;

- [d] throw away any burning or smouldering object;
 - [e] throw or roll down any rock, stone or object from any mountain, slope or cliff;

pull out, break off, pick or damage any tree, plant, shrub, vegetation or flower;
 - [g] behave him in an improper, indecent, unruly, violent or unbecoming manner;
 - [h] cause a disturbance;
 - [f] wash, polish or repair a vehicle;

walk, stand, sit or lie in a flower bed;
 - [k] kill, hurt, follow, disturb, ill-treat or catch any animal, bird or fish or displace, disturb, destroy or remove any bird nests or eggs;
 - █ walk, stand, sit or lie on grass contrary to the provisions of a notice;
 - [m] lie on a bench or seating-place or use it in such a manner that other users or potential users find it impossible to make use thereof;
 - [n] play or sit on play park equipment, except if the person concerned is a child under the age of 13 [thirteen] years; or
 - [o] swim, walk or play, contrary to the provisions of a notice, in a fish-pond, fountain, stream or pond.
- [2]** The Municipality may, by way of notice and subject to such conditions as it deems necessary and stated in a notice, authorize any of the actions contemplated in subsection [1], or in the conditions of hire.

[12] WATER

No person may —

- [a]** misuse, pollute or contaminate any water source or water supply or waste water in or at any outdoor facility or municipal building; or

- [b]** carry off and remove from any premises of an outdoor facility or municipal building, water from any tap, shower, toilet or ablution facility on, in or at such outdoor facility or municipal building.

[13] LAUNDRY AND CROCKERY

No person may in or at an outdoor facility or municipal building wash any crockery or laundry or hang out clothes, except at places indicated by notice for that purpose.

[14] VEHICLES

- [1] No person may bring into an outdoor facility or municipal building any truck, bus, motorcar, motor cycle, motor tricycle, bicycle or any other vehicle, craft or aeroplane, whether driven by mechanical, animal, natural or human power, except in accordance with the directions of the Municipality.
- [2] The Municipality may determine the speed limit applicable in an outdoor facility or municipal building,
- [3] The directions contemplated in subsection [1] and the speed limit contemplated in subsection [2] must be made known by the Municipality by way of notice.

[15] GAMES

No game of any nature whatsoever may be played or conducted in or on an outdoor facility or municipal building by any person or persons except at places set aside for that purpose by notice and in accordance with the directions of the Municipality and which is made known by way of notice.

CHAPTER 3: HIRE OF OUTDOOR FACILITY OR BUILDING

[16] CO-OPERATION BETWEEN MUNICIPAL DEPARTMENTS

Every department of the Municipality having jurisdiction over or responsibility for any outdoor facility or municipal building must cooperate with any other such department in ensuring that —

- [a]** such facility or building is properly maintained in a state fit for the purpose for which it was designed and is used; and

- [b]** no part of such facility or building is made available to or hired out to more than one person at the same time.

[17] APPLICATION FOR HIRING

- [1]** Any person wishing to apply for the hire of any outdoor facility or municipal building must
- [a]** submit an application to the Municipality in the form prescribed by the Municipality for this purpose;
 - [b]** clearly stipulate in such application the outdoor facility or municipal building, seating, accommodation and equipment required and the period for which same are required; and
 - [c]** ensure that such application form is received by the Municipality not less than 30 [thirty] working days prior to the date on which the outdoor facility or municipal building concerned is first required by the applicant, provided that this time period may, depending on the demand for the outdoor facility or municipal building in question, be relaxed by the Municipality.
- [2]** The Municipality may refuse to hire out any outdoor facility or municipal building in terms of subsection [1] or may cancel any booking thereof if —
- [a]** the said outdoor facility or municipal building are to be used for any unlawful or immoral purpose; or
 - [b]** the outdoor facility or municipal building being applied for is required by the Municipality for municipal purposes at the same time; provided that the Municipality must furnish at least 10 [ten] working days' notice of any cancellation of an existing booking.
- [3]** No compensation is payable by the Municipality to the hirer for any loss which the hirer may suffer by reason of the Municipality having acted in terms of subsection [2]; provided that the Municipality may, in its discretion, refund all the charges that have already been paid to it in respect of the application.
- [4]** The hirer is limited to the use of the outdoor facility or municipal building specified in the application form and may not use any other outdoor facility or municipal building in respect of which no application was made.

- [5] The hired outdoor facility or municipal building may not, except with the prior written approval of the Municipality, be used for any purpose other than the purpose indicated on the application form.
- [6] An outdoor facility or municipal building hired out by the Municipality may be used for the purpose of conducting religious worship; provided —
- [a] the consent of the Municipality to such use has been given;
 - [b] such use may be made of the outdoor facility or municipal building only at the times specified in the contract of hire or letter of approval; and
 - [c] the Municipality is entitled to refuse its approval unless it is satisfied that such use will not, by reason of singing, chanting, acclamation or other form of noise-producing worship, constitute an undue interference with the amenities normally enjoyed by other occupants of the building, occupants of neighbouring buildings or the general public.

[18] SCHEDULE OF TARIFFS

The Municipality may from time to time determine the tariff for the hire of an outdoor facility or municipal building.

[19] PAYMENT OF FEES

- [1] No person is permitted to use any outdoor facility or municipal building unless the prescribed fee has been fully paid;
- [2] Subject to section 4[2], the Municipality may exempt any person or organization, on good cause, from the payment of a portion or all the prescribed fees.

[20] PERIOD OF HIRE

Notwithstanding any determination made by the Municipality regarding the dates and period for which outdoor facilities or municipal buildings may be hired, the Municipality may allow the hirer reasonable access to such facilities or buildings before the commencement date of the period of hire, so as to enable the hirer to make the necessary preparations and arrangements in the outdoor facility or municipal building concerned but subject to the payment of the prescribed fee by the hirer.

[21] ADJUSTMENT OF PERIOD OF HIRE

- ¶ Any person who makes an application for the use of outdoor facilities or municipal buildings in terms of the provisions of section 17 may, subsequent to the approval of such

application and the reservation of such outdoor facility or municipal building, apply for the postponement of such reservation to a later date, without penalty or forfeiture;

[2] The postponement contemplated in section 21[1] may be refused if such outdoor facilities or municipal buildings have, in the meantime, been reserved for use by another or others on the dates to which the postponement is sought.

[3] Any person who has already made an application for the reservation of outdoor facilities or municipal buildings may cancel such reservation, in which event, if a reservation is cancelled —

[a] one month or longer prior to the commencement date of such reservation, the hirer must receive a full refund of the prescribed fee already paid; or

[b] fifteen days but less than one month prior to the commencement date of such reservation, then the hirer must receive a 50% [fifty percent] refund of the prescribed fee; or

[c] fifteen days or less prior to the commencement date of such reservation, then the hirer is not entitled to receive any refund of the prescribed fee.

[4] Any person may extend the period of hire of outdoor facilities or municipal buildings upon written application to the Municipality in the manner provided for in subsection 17[1] [a], provided that —

[a] the period of 30 [thirty] working days' notice, as provided for in terms of subsection 17[1] [c], will not apply; and

[b] the outdoor facilities or municipal buildings concerned have not, in the meantime, been reserved for use by any other person or persons.

[22] JOINT HIRE

[1] The Municipality may let any outdoor facility or municipal building or parts thereof to different hirers for simultaneous use and in such a case, each hirer must use all the ancillary outdoor facilities or municipal buildings, which serve the different parts of the outdoor facility or municipal building, jointly with the other users and in such manner that all the different hirers, their guests, customers and patrons are able to enjoy the use of the outdoor facilities or municipal buildings without infringing on the rights of use by other users.

[2] The provisions of this by-law, read with the necessary changes, apply to the joint users of the hired outdoor facility or municipal building.

[23] SUB-LETTING

The hirer may not sub-let any hired outdoor facility or municipal building to any other person or organization nor may the hirer cede, pledge or renounce in favour of another person any of his rights or obligations under this by-law nor allow any other person to occupy the outdoor facility or municipal building without the prior written consent of the Municipality.

[24] CONDITION OF OUTDOOR FACILITY OR BUILDING

[1] The hirer must inspect the hired outdoor facility or municipal building, including all installations, appliances, fittings, accessories and furniture, before he commences to use the same and, if the hirer finds that any of the installations, appliances, fittings, accessories and furniture on the outdoor facility or municipal building are not in a proper state of repair, he must in writing, or on any form provided by the Municipality, report this fact to the Municipality.

[2] The hirer who fails either to inspect the outdoor facility or municipal buildings in terms of subsection [1] or to report any defects found therein or therewith, is deemed upon commencement of occupation by the hirer to have consented that everything in the outdoor facility or municipal building concerned was in a proper state of repair.

[25] DUTIES OF THE HIRER

Any person hiring outdoor facilities or municipal buildings from the Municipality must —

[a] take all reasonable steps to keep all sewerage pipes, water taps and drains within or serving the outdoor facility or municipal building free from obstruction or blockage as a result of the hirer's activities;

[b] at all times keep the outdoor facility or municipal building in a clean, tidy and sanitary condition;

[c] not affix or attach to the outdoor facility or municipal building any notice or other matter without the prior consent of the Municipality; provided that upon the termination of the hire, the hirer must remove all such attachments;

[d] not obscure any plate glass windows by painting or otherwise;

[e] not drive any nails or screws into the walls or partitions or doors of the outdoor facility or municipal building;

If]not change or interfere with or overload any electrical installation in the outdoor facility or municipal building;

- [g] not remove or take out from the outdoor facility or municipal building any furniture or other article whatsoever belonging to the Municipality;
- [h] not obstruct or interfere or tamper with any thermostats or air conditioning appliances in the outdoor facility or municipal building;
- [i] not introduce or install any unsafe or heavy article, furniture, fitting, appliance or equipment which, in the reasonable opinion of the Municipality, could damage the outdoor facility or municipal building or any part thereof; provided that the Municipality may impose, on the introduction of such item, such conditions as are reasonable to ensure the safety of the outdoor facility or municipal building and persons using them;
- [l] not install in the outdoor facility or municipal building any air conditioning or ventilating units or equipment without the Municipality's prior consent;
- [k] not permit the storage of motor vehicles or other movable items of any description on the pavements, entrance halls, staircases or passages of the outdoor facility or municipal building;
- [j] not do anything or allow anything to be done in non-compliance with any reasonable instruction or prohibition given or issued by the Municipality;
- [m] not park vehicles or allow the parking of vehicles by the hirer's employees, invitees, agents, directors or other representatives anywhere at the outdoor facility or municipal building except in properly demarcated parking bays or as may be pointed out by an authorized official.
- [n] The hirer of the facility should clean the area after the event, however the notification should be given to the hirer prior taking actions thereof.
- [o] The hirer should be allowed to book three months before the event and therefore the payment for the hiring of the venue can be made 10 days before the date of the event.

[26] DAMAGE TO PROPERTY

A hirer who fails to keep and maintain the outdoor facilities or municipal buildings hired out to him and to return them to the Municipality in the same order and condition as when they were hired out to him will be guilty of an offence and in addition to any remedies available to the Municipality at common law, be liable in terms of the penalties specified in this by-law.

[27] ADVERTISEMENTS AND DECORATIONS

- [1] No person who has applied for the hire of an outdoor facility or municipal building may publicly announce or advertise any function or event in respect of which an application for the hire of such outdoor facility or municipal building has been made before the Municipality has notified that person in writing that the application has been approved.
- [2] Every hirer must, before vacating the hired outdoor facility or municipal building on the termination of the period of hire for any reason whatsoever, remove all posters, notices,

decorations, flags, emblems, signs and other forms of advertisement or direction erected or affixed by him and make good any damage caused by such removal.

[28] ADMISSIONS AND SALE OF TICKETS

The hirer is responsible for all arrangements in connection with the admission of members of the public to any cultural or other activities at the outdoor facility or municipal building and the provision of ushers and other persons necessary to control the admission of persons to the outdoor facility or municipal building and the sale of tickets.

[29] OVERCROWDING

- [1] No overcrowding of the outdoor facility or municipal building may be allowed at any time during any of the hirer's activities and the hirer must comply with the Municipality's requirements prescribing the maximum number of persons allowed at the outdoor facility or municipal building during activities.
- [2] Without detracting from the general requirements referred to in subsection [1], the hirer may not allow more persons admission to the outdoor facility or municipal building than the number of available seats or, where seating is not provided, the maximum number of persons prescribed by notice at the outdoor facility or municipal building or as stipulated in the contract of hire.

[30] SALE OF REFRESHMENTS

- [1] No person may sell food or soft drinks at any hired outdoor facility or municipal building during any activities for which they have been hired without the prior written consent of the Municipality.
- [2] The Municipality may permit the sale of refreshments or foodstuffs by such persons as it may approve after it has received written application to sell such items and the Municipality may allocate sufficient accommodation to such approved persons, wherein trading stock, furniture, equipment, installations and books necessarily required for that purpose may be accommodated.
- [3] The provisions of subsections [1] and [2] do not apply where the supply and sale of refreshments or foodstuffs is an integral part of the activities of the hirer.
- [4] The Municipality will not be responsible for the payment of compensation to the hirer in respect of any loss, theft or damage suffered by the hirer or any other person in respect of the items referred to in subsection [2] for any reason whatsoever.

[31] SERVICES

The nature of the municipal services to be provided to an outdoor facility or municipal building must be determined at the sole discretion of the Municipality.

- [2] The Municipality will not be liable for the non-receipt or non-delivery of goods, postal matter or correspondence belonging to the hirer and the Municipality will also not be liable for anything which the hirer, his employees, invitees, agents, directors or representatives may have deposited or left in the outdoor facility or municipal building or any part thereof.
- [3] The Municipality may take such steps as it may consider necessary and in its discretion for the proper maintenance and operation of any common areas in the outdoor facility or municipal building.
- [4] An authorized official may attend the hirer's function to ensure compliance with any provision of this by-law.
- [5] The hirer is not entitled to the official services of an authorized official or any other representative of the Municipality who attends the hirer's function in terms of subsection [4].
- [6] The hirer is not entitled to receive free cleaning or other services from the Municipality in connection with the hirer's activities during the preparation of a function or during a function.

[32] EXCLUSION OF LIABILITY

- [1]** The Municipality is not liable for —
 - [a] any damage or loss sustained by any person as a result of an insufficient supply or interruption in the supply of municipal services to the outdoor facility or municipal building or due to any act or omission on the part of the Municipality if the Municipality considers the interruption necessary to enable it to exercise any of its powers or perform any of its functions under this by-law or under any other law;
 - [b] any loss, theft or damage caused to the stock-in-trade, furniture, equipment, installations, books, papers, clothing or other articles of any nature whatsoever kept at the hired outdoor facility or municipal building by the hirer or Any person else whether in regard to the hirer's business or not;
 - [c] any consequential loss suffered by the hirer by making use of an outdoor facility or municipal building at the hired outdoor facility or municipal building or as a result of rain, hail, lightning, wind, fire, storms, riot or civil commotion or for loss of life or injury to the hirer or any person else at the outdoor facility or municipal building during a function or event; and
 - [d]** any loss suffered by the hirer as a result of any failure or defect at any outdoor facility or municipal building provided such failure or defect is not attributable to any wilful act or omission or gross negligence on the part of the Municipality.

- [2] Every hirer must, at the time of concluding a contract of hire for an outdoor facility or municipal building complete and sign an indemnity in a form required by the Municipality and in favour of the Municipality.

[33] DESTRUCTION OF OUTDOOR FACILITY OR BUILDING

- [1] The Municipality may cancel the hire of an outdoor facility or municipal building if —
- the outdoor facility or municipal building is destroyed or is damaged to such an extent as to be substantially unusable;
 - [b] there is damage to the outdoor facility or municipal building such that it is rendered substantially unusable because of the absence of access to or supply of any necessary municipal service; or
 - [c] there is destruction or damage to the outdoor facility or municipal building and the Municipality decides not to proceed with the hire of the outdoor facility or municipal building in order to engage in reconstruction, renovation or rebuilding or for safety reasons.
- [2] Any decision made in terms of subsection [1] must be communicated by written notice given by the Municipality to the hirer within a reasonable period of the event referred to in subsection [1] [a] giving rise to the cancellation.
- [3] In the case of notice given in relation to an event referred to in subsection [1] [b] or [c], such notice may be deemed to be effective as from the date on which the damage or destruction took place.
- [4] No hirer will have any claim against the Municipality for —
- [a] damages arising out of the damage to or destruction of the outdoor facility or municipal building or any part thereof.

[34] TERMINATION FOR NON-COMPLIANCE

- [1] The Municipality may at any time cancel the hire of outdoor facilities or municipal buildings if the hirer fails to comply with any of the provisions of this by-law and the Municipality will not be liable for any damage or loss sustained by any person as a result of such cancellation;
- [4]
- [2] The cancellation contemplated in subsection [1] is without prejudice to any claims which the Municipality may have against the hirer under any provision of this by-law or at common law.
- [5]

[35] TERMINATION OF HIRE

- [1] On the termination of the period of hire for any reason, the hirer must —
- [a] return an outdoor facility or municipal building to the Municipality in good order

and condition; and

- [b] make good and repair at his own cost any damage or breakage; or
- [c] reimburse the Municipality for the cost of replacing, repairing or making good any broken, damaged or missing articles.

[2] It is lawful for the Municipality to deduct from any deposit paid by the hirer of the outdoor facility or municipal building the costs of the damage or breakage provided for in subsection [1] [c].

[3] Every hirer must vacate the hired outdoor facility or municipal building within such period after expiry of the period of hire as is stated on the application form or contract of hire.

Failure by the hirer to comply with the provisions of subsection [3] entitles the Municipality to levy a further prescribed fee for such additional period during which the hirer remains in occupation of the outdoor facility or Municipal building after the expiry of the period of hire.

The provisions of subsection [3] do not preclude the Municipality from taking lawful steps to procure the eviction of any hirer contemplated in subsection [3] from the outdoor facility or municipal building.

[6] Every hirer must comply with all reasonable and lawful instructions of the Municipality in respect of the cleaning of an outdoor facility or municipal building upon the hirer's vacation thereof;

[7] Every hirer must comply with all reasonable and lawful instructions of the Municipality in respect of the vacation of an outdoor facility or municipal building and the return thereof.

[36] FIRE HAZARDS AND INSURANCE

[1] A hirer may not at any time bring or allow to be brought or kept at an outdoor facility or municipal building, nor undertake nor permit to be done or undertaken in the outdoor facility or municipal building, any matter, thing or activity whereby —

- [a] the fire or any other insurance policy of the facility or building concerned may become or becomes void or voidable; or

- [b] the premium for any such insurance may be or is increased.

[2] If the premiums for insurance contemplated in subsection [1] are increased as a result of any act or omission contemplated in subsection [1], then the Municipality may, in its discretion —

- [a] allow such activity and recover from the hirer the amount due in respect of any additional insurance premiums; and

- [b] notify the hirer who must pay such amount immediately on notification by the Municipality or the insurance company to the effect that such additional premiums

have been charged.

- [3] The Municipality may at any time, at its discretion, require the hirer to take out insurance for the outdoor facility or municipal building hired with an insurance company, approved by the Municipality, against loss or damage by fire or any other cause during or as a result of any function for which the outdoor facility or municipal building is hired.

[37] STORAGE FACILITIES

The Municipality is not responsible for providing outdoor facilities or municipal buildings for the storage of the equipment of the hirer or the hirer's employees, visitors, supporters or agents during any period prior to, during or after a function or event.

[38] EQUIPMENT

- [1] A hirer who requires the Municipality to supply any equipment for use during a function or event may use such equipment only with the permission of the Municipality and under the supervision of an authorized official;
- [2] If the hirer causes damage to the equipment provided for in subsection [1], or removes or causes the equipment to be removed from the outdoor facility or municipal building without permission or fails to return it, then the hirer will be liable for the repair or replacement costs thereof.

[39] RIGHT OF ENTRY

- [1] Subject to the provisions of applicable national and provincial legislation, the Municipality or an authorized official may enter an outdoor facility or municipal building at all reasonable times —
- [a] to inspect same and carry out any repairs or alterations or additions or modifications or improvements thereto; and
- [b] in order to ensure that the conditions of hire of same and the provisions of this by-law are being complied with.
- [2] A hirer will have no claim for remission of any charges payable for the hire of an outdoor facility or municipal building, compensation, damages or otherwise in connection with the exercise by the Municipality or the authorized official of the rights under subsection [1].
- [3] The Municipality is entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of an outdoor facility or municipal building as well as such other devices required by law or which the municipality's architects may certify are necessary to carry out the repairs provided for in subsection [1].

[40] INSPECTION

Upon the conclusion of all the hirer's activities at the end of the period of hire or at the termination of the hire under any of the provisions of this by-law, the Municipality and the hirer or his nominee must inspect the hired outdoor facility or municipal building for the purpose of assessing any damage or loss thereto.

CHAPTER 4: GENERAL PROVISIONS

[41] APPEAL

- [1] A person whose rights are affected by a decision taken by an authorised official under these by-laws may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- [2] The Municipal Manager must promptly submit the appeal to the appropriate appeal authority mentioned in subsection [4].
- [3] The appeal authority must consider the appeal, and confirm, vary or revoke the decision, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- [4] An appeal submitted in terms of this section must be dealt with in the manner prescribed by section 62 of the Municipal Systems Act, 2000 [Act No. 32 of 2000].

[42] PENALTIES

Any person who contravenes or fails to comply with a provision of this by-law, a notice issued in terms thereof or a condition imposed under this by-law, irrespective of whether such contravention or failure has been declared as an offence elsewhere in this by-law, will be guilty of an offence and liable upon conviction to —

- [1] a fine not exceeding R10000 or imprisonment for a period not exceeding 6 [six] months or either such fine or such imprisonment or both such fine and such imprisonment;
- [2] in the case of a continuing offence, an additional fine of R250 or an additional period of imprisonment of 1 [one] day or either such additional fine or such additional imprisonment or both such additional fine and imprisonment for each day on which such offence is continued; and
- [3] a further amount equal to any costs and expenses found by the court to have been incurred by the Municipality as a result of such contravention or failure.

[43] REGULATIONS

The Municipality may make regulations not inconsistent with this by-law, prescribing —

- [a] any matter that may or must be prescribed in terms of this by-law; and
- [b] any matter that may facilitate the application of this by-law.

[44] REPEAL OF BY-LAWS

- [1] Any by-law adopted by the Municipality or a municipality now forming an administrative unit of the Municipality and relating to any matter regulated by these by-laws are, from date of promulgation of these by-laws, hereby repealed.
- [2] Any permission obtained, right granted, condition imposed, activity permitted or anything done under a repealed law is deemed to have been obtained, granted, imposed, permitted or done under the corresponding provision [if any] of these by-laws, as the case may be.

