



# **NORTH WEST NOORDWES**

**EXTRAORDINARY • BUITENGEWOON**

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## PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

## PROVINCIAL NOTICE 140 OF 2021

**BY-LAWS FOR THE HIRE AND USE OF COMMUNITY, SPORTS, ARTS AND CULTURE FACILITIES****RUSTENBURG LOCAL MUNICIPALITY****(No. 9 of 2005)**

The Municipal Manager hereby publishes, in terms of Section 13 of the Local Government Municipal Systems Act, 2000 [Act 32 of 2000] read with Section 162 of the Constitution of the Republic of South Africa Act 1996 [Act 108 of 1996] the By-Laws for the Hire and Use of Community, Sports, Arts and Culture Facilities which shall come into operation on the date of publication thereof.

**[1] Definitions**

In these by-laws words used in the masculine gender include the feminine, the singular includes the plural and vice versa and unless the context otherwise indicates: -

**"arts"** means all forms and traditions of dance, drama, music, music theatre, visual arts, crafts, design, written and oral literature, film video, traditional and community art, all of which serve as means for individual and collective creativity and expression through performance, execution; presentation, exhibition, transmission and study;

**"artist"** means anyone who is involved in the creation or production of music, dance, theatre, craft, films, video, traditional and community art, musical theatre and literature;

**"appurtenance"** means any installation or appliance in the premises and includes, without derogating from the generality of the foregoing, any keys, locks, windows, sewerage pans, basins, water taps and fittings and "appurtenances" has a corresponding meaning;

**"authorized official"** means an official of the Council to whom powers and/or functions to administer and implement these by-laws have been lawfully delegated or assigned;

**“caretaker”** means the person duly appointed by the Council from time to time to control and administer the hall, as well as the person that acts on his behalf;

**“centre”** means a building owned or operated by the Council, whether incorporating a community hall or not, at which group activities of an indoor sporting, cultural or recreational nature can be pursued;

**“client/hirer”** means the person who has signed the form of agreement for the hire of a municipal venue;

**“Council”** means the municipality of Rustenburg and includes the council of the municipality and any duly authorized committee or official of the municipality;

**“culture”** means the dynamic totality of distinctive, spiritual, material, intellectual and emotional features which characterize a society or a social group and includes language and heritage conservation [including museums, archives, libraries, historical sites and monuments];

**“cultural activity”** means any cultural function, cultural meeting, festival, flea market, exhibition or any other cultural activity;

**“facilities”** means the arts and culture facilities under the administration and control of the Council and includes all appurtenances;

**“fire safety certificate”**: A certificate granted after the plans and specifications for a building have been assessed by a Fire Officer for compliance;

**“free use”**: Bookings that are approved and allow use of facilities at no charge;

**“grading certificate”**: A document issued by inspectors or an approved grading panel that formally signifies the quality of a commodity;

**“group activity”** means – for the purposes of these by-laws, an activity or function of an artistic or cultural nature, in which several members of a group of persons having an interest in the subject matter of such activity participate either together or in sub-groups or serially, whether as individuals or in teams;

**“high mast lights”**: A tall pole with lighting attached to the top pointing towards the ground, usually but not always used to light a highway or recreational field;

**“high risk events”**: Events that involve major logistical arrangements, and where a large number of people are expected to be in attendance;

**"hirer"** means any person who applies, pays and obtains approval for the use of the facilities;

**"penalty fee"**: A fee to be paid by the users due to not complying with the approved booking times;

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

**"practice session"**: A specific period when users are on the facility premises, but not engaging in competitive play

**"premises"** means any land, building or structure or any portion of land, building or structure on or in which the arts and cultural activities regulated by these bylaws are carried out or on which a centre has been constructed;

**"prescribed fee/tariff"** means the fee determined by resolution of the Council for the hire of a centre and/or facilities;

**"property"** means the property on which the premises or buildings of the Council are situated;

**"public holiday"**: A day declared to be a public holiday as per the provision of the Public Holidays Act, 1994;

**"recreation"**: Leisure activities people undertake for enjoyment, to maintain and improve their health and well-being while restoring and challenging their self perception;

**"refundable deposit"**: A portion of the deposit that is paid back to the user in the absence of any issues arising from their booking e.g. no broken materials/equipment, the facility is clean and no damages;

**"sport"**: A physical human activity with rules, an element of completion and an organized structure

**"sport club"** is defined as a registered student organization that exists to promote and develop interest in a particular sport or physical activity. A club's focus may be recreational, instructional, competitive, or a combination of these types of activities based on its constitution;

**"sports ground"** means a piece of land allocated by the Council for sports activities;

**“structural certificate”**: A certificate issued by a certified engineer confirming the achievement of certain standards

**“stadium”** means a place where people watch sports or other activities, usually a large enclosed flat area surrounded by tiers of seats for spectators

**“venue safety certificate”**: Means a certificate which may contain specific conditions

**[2] Rights and status of artists**

The Council must recognize the right of all artists to practice their respective forms of art and enjoy their right to freedom of expression through such medium, consistently with the application of any other relevant law.

**[3] Co-operation between Council departments**

Every Department of the Council having jurisdiction over or responsibility for any multi-purpose community facility must cooperate with any other such Department in ensuring that –

- [a]** such centre is properly maintained in a state fit for the purposes for which it was designed and is used; and
- [b]** no part of such centre is made available to or hired out to more than one person at the same time.

**[4] Application for hiring of facilities**

**[a]** Any person wishing to apply for the hiring of facilities must –

- [1]** Submit an application to the authorized official in the form prescribed by the Council for this purpose;
- [2]** Clearly stipulate in such application the facilities, seating, accommodation and equipment required and the period for which the premises and such other facilities as are referred to in this sub-section are required;
- [3]** Ensure that such application form is received by the authorized official not less than six weeks prior to the date on which the premises and facilities are first required by the applicant, provided that this time period may, depending on the demand for the facilities in question, be relaxed by the authorized official.

- [b] The Council may refuse to hire out any premises or facilities in terms of subsection 4 [1], or to cancel any booking thereof if –
- [1] the premises or the facilities are to be used for any unlawful purposes; or
  - [2] the premises or facilities being applied for are required by the Council for municipal purposes at the same time.
- [c] No compensation is payable by the Council to the hirer for any loss which the hirer may suffer by reason of the Council having acted in terms of subsection [2]: Provided that the Council may in its discretion refund all the charges that have already been paid to it in respect of the application.
- [d] The hirer is limited to the use of the facilities specified in the application form and may not use any other facilities for which he has not applied.
- [e] The facilities and accommodation so hired may not, except with the prior written approval of the authorized official, be used for any purpose other than the purposes indicated on the application form
- [f] No premises or facilities hired out by the Council may be used continuously for the purposes of conducting any form of religious worship, unless the express written consent of the Council to such use has been given in writing; provided that –
- [1] such use may be made of the premises only at the times specified in the contract of hire or letter of approval; and
  - [2] the Council 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 will not constitute an undue interference with the amenities normally enjoyed by other occupants of the building or occupants of neighbouring buildings.

**[5] Tariff of Fees**

The Council may from time to time determine a tariff of prescribed fees for the services and facilities provided by the Council in terms of these by-laws.

**[6] Payment of charges**

No person is permitted to use any premises or facilities unless the prescribed fee has been fully paid: Provided that the Council may exempt any person or organization, on good cause, from the payment or portion or the entire prescribed fee.

**[7] Application for free use**

- [a]** The application for free use shall be granted by the Council or the Accounting Officer or the Director Community Development who shall after consideration of the request satisfy him/herself that it conforms to the prescripts of free use as determined by Council
- [b]** An application letter must be addressed to the Accounting Officer or the Director Community Development requesting free use
- [c]** Free use of any municipal venue shall be granted once per annum to all designated groups/organizations/individuals conforming to stipulations of clause (7 a and b) above and as determined by Council.
- [d]** Only non-governmental organizations (NGO) and other organization operating without profit seeking in favor of the health and welfare to human beings and animals approved by Council will be granted the free use of council venues
- [e]** Council can grant a discount of 60% to organizations and institutions mentioned in section 79 (16) of the Local Government Ordinance, 1939 i.e. religious gatherings, welfare and service organizations
- [f]** Government departments shall not be granted free use of council venues for their planned programmes. Only emergencies, through the approval of the Accounting Officer or the Director Community Development may be granted for free
- [g]** The different departments/directorates of the municipality will only be granted free use of council venues when their events/programmes are such that they conform to clause (7a and b) above

**[8] Application for use by the general public**

- [a]** Any person applying to hire any municipal venue shall apply using the prescribed application form approved by Council.
- [b]** The person signing the application form on behalf of a club/society/organization/legal person, will be jointly and severally be liable with such club/society/organization/legal person, criminally and civilly for the observance of this by-law.
- [c]** The hire of any municipal venue shall include the usual cost of cleaning and lighting. No venue shall be reserved unless payment of the prescribed deposit is made fourteen days prior to the event and no public announcement shall be made until



such booking and reservation has been completed (payment of the prescribed deposit and confirmation of the availability of the venue). If the prescribed rent is not paid as stipulated herein, the Council shall have the right to refuse to open the venue or to refuse any person admission thereto.

- [d]** Booking for the hire of any municipal venue may be made by payment of the determined tariff (deposit and rent) provided that no booking shall be made more than twelve months in advance without the approval of the Council
- [e]** If the client cancels the booking or fails to confirm the reservation in terms of subsection (d) or to use the venue concerned, he/she shall forfeit the deposit and if applicable the rent paid by him to the Council, except where the Council re-lets the venue concerned for the time and date for which it was reserved or let to the hirer. Provided further that the Council may refund the full amount advanced if of such opinion in the event of cancellation of a booking or where a second hirer cannot be found, The Council reserves the right to recover administrative costs.
- [f]** The hirer of any municipal venue is not allowed to sublet any such facility
- [g]** The hirer shall not use any part other part of the buildings except the facility which he hires, and shall be responsible for ensuring that no person admitted by him to the hired facility or any of his employees or helpers enters or moves about in any unauthorized part of the building.

**[9] Application for use by political office bearers**

- [a]** The use of any municipal venues by political office bearers shall be such that notice is given of such an application
- [b]** Application of such requests must be done in a formal recorded manner (application letter or programme approved by the Speaker).
- [c]** The free use of municipal venues shall be for events and programmes (council meetings, ward committee meetings, workshops) of and benefitting Council
- [d]** Application of use of municipal venues by political office bearers for purposes not benefitting Council shall be subjected to payment of the prescribed tariff or approval for free use that may be granted by the Accounting Officer.
- [e]** The Speaker must approve the application of political office bearers in consultation with the Accounting Officer. The Director Community Development should advise the Accounting Officer on the availability.

**[10] Period of hire**

Notwithstanding any determination made by the authorized official regarding the dates and period for which the premises and/or facilities may be hired, the Council may allow the hirer reasonable access to the facilities before the commencement date of the period of hire, so as to enable the hirer to make the necessary preparations and arrangements in the premises but subject to the payment of the prescribed fee by the hirer.

**[11] Scope of hire and provisions in connection therewith**

- [a]** The hirer shall have the right to reserve admission to the venue hired by him and shall be held responsible for the due observance and carrying out of the following provisions:
- [b]** No venue shall be overcrowded and the number of persons allowed in any venue shall be limited to the seating accommodation available. Persons shall not be allowed to congregate in the passages, aisles or doorways of the hired venue. As soon as the available seating accommodation is occupied, the client shall prohibit the admittance of any person in order to prevent exceeding such seating capacity. The Caretaker or duly authorized official of Council reserves the right to warn the hirer about overcrowding failure to adhere will result in full responsibility of any consequence by the hirer
- [c]** The right shall be reserved to the Caretaker or duly authorized official of Council to enter the hired venue at any time for official purposes.

**[12] Preparation, cleaning and maintenance of Council venues**

- [a]** The Council shall not be obliged to supply any labour, facilities or services other than those mentioned in the hiring of venues.
- [b]** The Council shall not be obliged to furnish means or the space for the storage of goods, food or any other property of the hirer or his guest, visitors, servants or agents before, during or after the holding of the event for which the venue is hired
- [c]** If a venue is hired the hirer has access from 07:30 in the morning until 24:00. Failure to vacate the venue at the required vacated time will result in the hirer being penalized.
- [d]** The hirer shall ensure that the precincts of the venue are properly cleaned and left in the same condition in which they were found and must ensure that all goods and items not belonging to the Council are removed from the building within the period required in sub-section [c] above

- [e]** No venue shall be let for a Sunday in the case of the venue already being let for the immediate preceding Saturday. Furthermore, shall no venue be let for a Saturday in the case of the facility already being let for the immediate following Sunday. Both above-mentioned prohibitions fall away in the case of the Accounting Officer or his/her representative being able to make satisfactory arrangements beforehand with the approval of both clients
- [f]** If in the opinion of the Council, the purpose for which the venue is hired, is such that special cleaning services must be undertaken, the hirer shall, in addition to the amount payable, pay an amount which in the opinion of the Council, will be sufficient to cover additional costs

**[13] Adjustment of period of hire**

- [a]** Any person who makes an application for the use of premises and/or facilities in terms of the provisions of section 4 may, subsequent to the approval of such application and the reservation of such premises, apply for the postponement of such reservation to a later date, without penalty or forfeiture: Provided that such postponement may be refused if such premises and/or facilities have, in the meantime, been reserved for use by another or others on the dates to which the postponement is sought.
- [b]** Any person who has already made an application for the reservation of premises or facilities may cancel such reservation provided that if -

  - [1]** a reservation is cancelled 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;
  - [2]** a reservation is cancelled more than 15 days but less than one month prior to the commencement date of such reservation, the hirer must receive a 50% refund of the prescribed fee;
  - [3]** a reservation is cancelled 15 days or less prior to the commencement date of such reservation, the hirer is not entitled to receive any refund of the prescribed fee.
- [c]** Any person may extend the period of hire of premises and/or facilities upon written application to the Council in the manner provided for in Section 4[1], except that a period of six weeks notice is not required, provided that the premises and/or

facilities concerned have not in the meantime, been reserved for use by any other person or persons.

#### **[14] Joint hire**

- [a]** The Council may let any premises or parts thereof to different hirers for simultaneous use and in such a case, each hirer must use all the ancillary facilities which serve the different parts of the premises in common 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 facilities without infringing on the rights of use by other users.
- [b]** The provisions of these by-laws, read with the necessary changes, apply to the joint users of the hired premises.

#### **[15] Sub-letting**

The hirer may not sub-let any of the hired premises or facilities 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 these by-laws nor allow any other person to occupy the premises without the prior written consent of the Council.

#### **[16] Condition of premises**

- [a]** The hirer must inspect the hired facilities, including all installations, appliances, fittings, accessories and furniture before he commences to use the same installations, appliances, fittings, accessories and furniture and if the hirer finds that any of the installations, appliances, fittings, accessories and furniture on the premises are not in a proper state of repair, the hirer must report this fact to the authorized official.
- [b]** If the hirer fails either to inspect the facilities, or to report any defects found therein or therewith, it may be deemed that upon commencement of occupation by the hirer, everything in the premises was in a proper state of repair.

#### **[17] Duties of the hirer**

Every person hiring premises from the Council must -

- [a]** Take all reasonable steps to keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage as a result of the hirer's activities;

- [b]** At all times keep the premises in a clean, tidy and sanitary condition;
- [c]** Not affix or attach to the premises any notices or other matter without prior consent of the Council: 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 into the walls or partitions or doors of the premises any screws or nails;
- [f]** Not change or interfere with or overload any electrical installation in the premises;
- [g]** Not remove or take out from the premises any furniture or other articles whatsoever belonging to the Council,
- [h]** Not obstruct or interfere or tamper with any thermostats or air conditioning appliances in the premises or any building in which such premises are located;
- [i]** Not introduce or install any unsafe or heavy article, furniture, fitting, appliance or equipment which in the opinion of the authorized official could damage the premises or any part thereof: Provided further that the authorized official may impose on the introduction of such item, such conditions as are reasonable to ensure the safety of the premises and persons using them;
- [j]** Not install in the premises any air conditioning or ventilating units or equipment without the Council's prior consent;
- [k]** Not permit the storage of motor vehicles or other movable items of any description on the pavements outside or the entrance halls, staircases or passages of the premises;
- [l]** Not do anything on the premises, nor allow anything to be done in noncompliance with any reasonable instruction or prohibition given or issued by the authorized official;
- [m]** Not park vehicles nor allow the parking of vehicles by the hirer's employees, invitees, agents, directors or other representatives anywhere on the premises except in the properly demarcated parking bays on the premises as pointed out by the authorized official.

**[18] Damage to property**

A hirer who fails to keep and maintain the premises and facilities hired out to him or her and to return them to the Council in the same order and condition as when they were hired out to him or her is, in addition to any remedies available to the Council at common law, guilty of an offence and liable to the penalties specified in these by-laws.

**[19] Advertisements and decorations**

- [a]** No person who has applied for the hire of premises and/or facilities may publicly announce or advertise any function or event in respect of which an application for the hire of such premises and/or facilities in terms of these by-laws has been made before the Council has notified such person in writing that the application has been approved.
- [b]** Every hirer must, before vacating the hired premises 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 or her, and make good any damage caused by such removal

**[20] Overcrowding**

- [a]** No overcrowding of the premises or facilities may be allowed at any time during any of the hirer's cultural activities and the hirer must comply with the Council's requirements prescribing the maximum number of persons allowed on the facilities during cultural activities,
- [b]** Without detracting from the general requirements referred to in subsection [a above], the hirer may not allow more persons admission to the premises than the number of available seats or, where seating is not provide, the maximum number of persons prescribed by notice on the premises or as stipulated in the contract of hire.

**[22] Sale of refreshments**

- [a]** No person may sell food or soft drinks on or in any hired premises during any activities for which they have been hired, without the prior written consent of the authorized official.
- [b]** The authorized official 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 Council may allocate sufficient accommodation to such approved

persons, wherein trading stock, furniture, equipment, installations and books necessarily required for that purpose may be accommodated.

- [c] The provisions of subsections [a] and [b] do not apply where the supply and sale of refreshments or foodstuffs is an integral part of the cultural activities of the hirer.
- [d] The Council shall 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 for any cause whatsoever.

### **[23] Services**

- [a] The nature of the municipal services to be provided to the facilities by the Council or its employees, authorized representatives of the Council or a service provider is at the sole discretion of the Council.
- [b] Neither the Council nor its employees or authorized representatives or service providers are liable for the non-receipt or non-delivery of goods, postal matter or correspondence belonging to the hirer, nor are they liable for anything which the hirer, his or her employees, invitees, agents, directors or representatives may have deposited or left in the premises or any part thereof.
- [c] The Council may take such steps as it may consider necessary in its discretion for the proper maintenance and operation of any common areas in the premises.
- [d] The authorized official of the Council may attend the hirer's function to ensure compliance with any provision of these by-laws.
- [e] The hirer is not entitled to the official services of the authorized official or other representative of the Council who attends the hirer's function in terms of subsection [d].
- [f] The hirer is not entitled to receive gratuitous cleaning or other services from the Council in connection with the hirer's activities during the preparation of a function or during a function.

### **[24] Exclusion of liability**

- [a] The Council, its employees, and service providers are not liable for -
  - [1] 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 premises, or due to any act or omission on the part of the Council, its employees, authorized officials or representatives or service providers if the Council

considers the interruption necessary to enable it to exercise any of its rights or carry out its obligations under these by-laws or under any other law;

[2] Any loss, theft or damage caused to the stock-in-trade, furniture, equipment, installations, books, papers, clothing or other articles of any stature whatsoever kept in the hired premises by the hirer or anyone else whether in regard to the hirer's business or not;

[3] Any consequential loss suffered by the hirer or anyone by making use of the facilities on the hired premises 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 anyone else on or in the premises;

[4] Any loss suffered by the hirer or anyone else as a result of any failure or defect of any of the facilities on the hired premises: Provided such failure or defect is not attributable to any wilful act or omission on the part of the Council,

[b] Every hirer must, at the time of concluding a contract of hire for the premises and/or facilities applied for, complete and sign an indemnity in a form required by the Council in favour of the Council, its employees and service providers

**[25] Destruction of premises**

[a] The Council may cancel the hire of facilities if-

[1] The facilities are destroyed or are damaged to such an extent as to be substantially unusable; or

[2] There is damage to the facilities such that, although subsection [1] [a] does not apply, the premises have been rendered substantially unusable because of absence of access or supply of any necessary municipal service or amenity: or

[3] There is destruction of damage to the premises or parts thereof or to neighbouring buildings, whether or not the hired premises are involved and the Council decides not to proceed with the hire of the premises in order to engage in reconstruction, renovation or rebuilding or for safety reasons.

[b] Any decision made in terms of subsection [1 above] must be communicated by written notice given by the Council to the hirer within a reasonable period of the taking place of the event referred to in section [a] giving rise to the cancellation; provided that in the case of notice given in relation to an event referred to in



subsections [b] and [c], such notice may be deemed to be effective as from the date on which the damage or destruction, as the case may be, took place.

- [c] No hirer has any claim against the Council, its employees or authorized representatives or service providers arising out of the damage to or destruction of the premises or any part thereof or for the resultant loss of beneficial use of the premises by such hirer.

**[26] Termination for non-compliance**

The authorized official may at any time cancel the hire of the facilities if the hirer fails to comply with any of the provisions of these by-laws and the Council is not liable for any damage or loss sustained by any person as a result of such cancellation: Provided that such a cancellation may be without prejudice to any rights or claims which the Council may have against the hirer under any provision of these by-laws or at common law.

**[27] Termination of hire**

- [a] Upon the termination of the period of hire for any reason, the hirer must return the premises and the facilities to the Council in good order and condition and must make good and repair at his own cost on demand any damage or breakages or, in the alternative, reimburse the Council for the cost of replacing, repairing or making good any broken, damaged or missing articles and it shall be lawful for the Council to deduct from any deposit paid by the hirer of the facilities the costs of the damage or breakages aforesaid..
- [b] Every hirer must vacate the hired premises within such period after expiry of the period of hire as is stated on the application form or contract of hire: Provided that failure by the hirer to comply with the provisions of this sub-section entitles the Council to levy a further prescribed fee, for such additional period during which the hirer remains in occupation of the premises after the expiry of the period of hire; Provided further that the provisions of this sub-section do not preclude the Council from taking lawful steps to procure the eviction of any such hirer from the premises.
- [c] Every hirer must comply with all reasonable and lawful instructions of the authorized official in respect of the cleaning of the facilities upon the hirer's vacation of the premises: Provided that the authorized official may elect to undertake the cleaning of all crockery and cutlery used by the hirer.
- [d] Every hirer must comply with all reasonable and lawful instructions of the Council in respect of the vacation of the premises and the return of the facilities.

**[28] Fire hazards and Insurance**

- [a]** A hirer may not at any time bring or allow to be brought or kept on the premises, nor undertake nor permit to be done or undertaken in the premises, any matter, thing or activity whereby the fire or any other insurance policy of the building concerned may become or becomes void or voidable or whereby the premium for any such insurance may be or is increased.
- [b]** If the premiums for such insurance are increased as a result of any act or omission contemplated in subsection [1], the Council may, in its discretion, allow such activity and recover from the hirer the amount due in respect of any additional insurance premiums and the hirer must pay such amount immediately on notification from the Council or the insurance company to the effect that such additional premiums have been charged.
- [c]** The Council may at any time at its discretion require the hirer to take out insurance for the premises hired with an insurance company approved by the authorized official, against loss or damage by fire or any other cause during or as a result of any function for which the facilities are hired.

**[29] Storage facilities**

The Council is not responsible for providing facilities 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 cultural activity.

**[30] Equipment**

A hirer who requires the Council to supply any equipment for use during a function, may use such equipment only with the permission of the authorized official and under the supervision of the authorized official: Provided that if the hirer causes damage to the equipment or removes or causes the equipment to be removed from the premises without permission or, having removed it with permission, fails to return it, the hirer is liable for the repair or replacement costs thereof.

**[31] Right of entry**

- [a]** Subject to the provisions of applicable national and provincial legislation, the Council or the authorized official of the Council or a service provider may enter the premises at all reasonable times-
  - [1]** To inspect the premises and carry out any repairs or alterations or additions or modifications or improvements on or to the facilities or the premises.

**[2]** In order to ensure that the conditions of hire of the premises and the provisions of these by-laws are being complied with.

- [b]** A hirer has no claim for remission of any charges payable for the hire of the facilities, compensation, damages or otherwise in connection with the exercise by the Council or the authorized official of its or his rights under subsection [1].
- [c]** The Council, the authorized official of the Council or a service provider is entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of the premises as well as such other devices required by law or which the Council's architects may certify is necessary to carry out the repairs contemplated in subsection [1][a].

**[32] 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 these by-laws, the authorized official of the Council and the hirer or his nominee must inspect the premises and facilities hired, for the purpose of assessing any damage or loss. **[33] Regulations**

The hirer must comply with the Council's reasonable security and fire protection regulations which may from time to time be in force in respect of the premises.

**[34] Nuisance**

- [a]** No person attending any event in hired premises may conduct himself in an unseemly or obnoxious manner or cause a nuisance or annoyance to other people in or users of the premises, or to occupiers of other parts of the building or neighbouring buildings.
- [b]** An authorized official of the Council may, during any event of the hirer, direct that the hirer removes from the facilities any person who is in a state of intoxication and who is behaving in an unseemly or obnoxious manner or causing a nuisance or annoyance to other people in or users of the premises, or to occupiers of other parts of the building or neighbouring buildings-
- [c]** An authorized official of the Council may, during any event of the hirer, direct the hirer to prevent the entry on the hired facilities by any person who is in a state of intoxication and who behaves in an unseemly or obnoxious manner or is causing a nuisance or annoyance to other people in or users of the premises, or to occupiers of other parts of the building or neighbouring buildings.

**[35] Penalty**

Any person who fails to comply with a direction or instruction given by the Council or its authorized official in terms of these by-laws or otherwise contravenes or fails to comply with any provision of these by-laws shall be guilty of an offence and be liable on conviction to a penalty not exceeding a fine or imprisonment for a period of six months or to such imprisonment without the option of a fine or to both such fine and such imprisonment.

**[36] Repeal of By-laws**

Any by-law relating to the hire and use of community, arts and culture facilities or public halls adopted by the municipality or any municipality now comprising an administrative unit of the municipality is repealed from the date of promulgation of these by-laws.

**Date of commencement**

These by-laws commence on the date of publication thereof in the Provincial Gazette.

**BY-LAWS RELATING TO SWIMMING POOLS****RUSTENBURG LOCAL MUNICIPALITY** (No. 10 of 2005)

The Municipal Manager hereby publishes, in terms of Section 13 of the Local Government Municipal Systems Act, 2000 [Act 32 of 2000] read with Section 162 of the Constitution of the Republic of South Africa Act 1996 [Act 108 of 1996] the By-Laws Relating to Swimming Pools and Spa-Baths which shall come into operation on the date of publication thereof.

**Definitions**

[1] In these by-laws, unless the context indicates otherwise –

“**adult**” means any person of the age of 18 and older;

“**animal**” means without limiting the generality of the term, dog, cat, bird, etc;

“**authorized official**” means an official of the Council or the official of another municipality or another organ of state with which the Council has concluded an agreement for the rendering of services in terms of these by-laws and to whom the Council has delegated a duty, function or power under these by-laws;

“**children’s pool**” means a swimming pool used by children under the age of 10 years

“**Council**” means the Council of the Municipality or any committee, Political Office Bearer or official thereof acting by virtue of any power entrusted or delegated to it or him in terms of legislation with regard to the application and implementation of these by-laws;

“**lifeguard**” means a person who holds a current lifeguard training certificate and basic life support cardiopulmonary resuscitation (CPR) certificate and a basic first aid certificate

“**notice**” means a clear and legible official notice drawn up by the Council in the official languages recognised by the Council and prominently erected in a public open space;

“**pool**” means a commercial pool, hot tub, public pool, spray pool or wading pool, and includes any facilities, auxiliary structures, equipment, play equipment, moving water features such as wave or whirlpool actions that are associated with the use or operation of a pool;

**"pool patron"** means a person within the pool enclosure, whether or not the person is using the pool or has paid a fee to be within the pool enclosure;

**"seasonal cashier"** means the person employed by the municipality on a specific swimming season and who is responsible for collecting admission fees at the swimming pool facility;

**"swimming gala"** means a swimming competition between clubs or groups of swimmers, usually of young people;

**"swimwear"** means swimming clothing that conform to the ordinary standards of decency at a public swimming pool;

**"swimming season"** means the period determined by Council during which a swimming facility will open to the public;

**"swimming pool"** means a structure with a controlled water supply used for swimming or bathing, including children's swimming and paddling pools, but excluding a tidal swimming pool or a swimming pool at a private home that is not used for commercial purposes;

**"swimming pool caretaker"** means any person who owns or controls the operation of a swimming pool.

**"swimming pool superintendent"** means any official of Council authorized to be in control of a swimming facility and includes any official appointed or authorized to act in the place of the superintendent or to assist him in the execution of his duties;

**"tariff"** means the charges as determined by the Council of the municipality from time to time in terms of these by-laws payable by swimming users before entering the facility

**"teacher"** means a person employed by the Department of Education as an educator, who teaches, educates or trains other persons or who provides professional educational services, including professional therapy and educational psychological services at any public school, as defined in Section 1 of the Employment of Educators Act No.76 of 1998 or a qualified swimming instructor;

### **Requirements for premises**

**[2]** No person may operate a swimming pool in or on any premises that do not comply with the following requirements –

**[a]** separate and readily accessible change-rooms, showers and toilet facilities must be provided for each sex in compliance with the National Building

Regulations and Building Standards Act, 1977 (Act No.103 of 1977), as amended;

- [b]** every swimming-pool must be surrounded by a wall or fence as prescribed by the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), as amended;
- [c]** the surface of the floor area surrounding the swimming-pool must be constructed of an impervious, non-slip material;
- [d]** an approved chemical gas mask must be provided at the chlorinator installation;
- [f]** if notified in writing by an authorized official in writing, a prescribed oxygen or air breathing apparatus must be provided; and
- [g]** an adequate number of refuse receptacles must be provided on the premises.

#### **Duties of the swimming pool caretaker**

- [3]** Every swimming pool caretaker / superintendent / lifeguard must –
- [a]** keep the premises in a safe, clean and sanitary condition at all times;
  - [b]** provide a properly maintained approved first-aid box in a prominent, easily accessible and protected position;
  - [c]** be qualified and proficient in life saving, the rendering of first aid, the use of resuscitation appliances, the operation of the swimming pool as well as the testing and maintenance of the safety of the water;
  - [d]** ensure that the water is purified, treated and maintained to an adequate quality at all times;
  - [e]** provide and maintain, in proper working order, equipment for testing the quality of the swimming pool water;
  - [f]** be capable of undertaking routine tests on the water quality in the spa-bath and interpreting the tests results; and
  - [g]** maintain a daily record of the spa-bath water quality.

### **Water supply**

- [4]** No person operating a swimming pool may use water from a source other than a municipal supply to clean, fill or maintain the level in a swimming pool or spa-bath.
- [5]** An authorized official must –
  - [a]** take samples of the swimming pool at intervals that he or she considers appropriate for the purpose of a chemical analysis or bacteriological examination;
  - [b]** submit the samples to an analyst authorized in terms of section 12 of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No 54 of 1972) to conduct an analysis.

### **Safety of water**

- [6]** Every swimming pool caretaker must ensure that the water in the swimming pool complies with the following requirements:
  - [a]** it must be free from floating, suspended or settled debris or swimming organisms and the walls, floor, access ladders or steps and gutters must be free from slime and algae;
  - [b]** the pH value of the water must be not less than 7 and not greater than 8; daily record of pH to be kept on the premises
  - [c]** where chlorine based disinfectants are used, a minimum free available chlorine residual of 0,5 mg/l, with a maximum free available chlorine residual of 3 mg/l, must be maintained;
  - [d]** where a disinfectant other than chlorine is used, the residual level must be equivalent in effect to the requirements of subparagraph (c);
  - [e]** the total viable bacteriological count of any sample submitted for analysis must not exceed 100 organisms per ml of water; and
  - [f]** *Escherichia coli* type 1 bacteria must not be present in any 100 ml of water.



**[7] Maximum number of visitors**

**[a]** The authorized official may determine the maximum number of visitors who may be present at a specific time in or at a public swimming pool;

**[8] Admission to a public swimming pool**

**[a]** A public swimming pool is, subject to the provisions of these by-laws, open to the public during the times determined by the municipality and made known in a notice;

**[b]** No visitor shall enter or leave a public swimming pool at a place other than that indicated for that purpose.

**[9] Entrance fees/Tariffs**

**[a]** A visitor to a public swimming pool shall pay entrance fees determined from time to time by the municipality and such entrance fees shall be made known by means of a notice.

**[b]** Different entrance fees may be determined in respect of visitors of different ages and the municipality may exempt certain groups of persons from the payment of an entrance fee.

**[10] Booking procedure for Swimming Gala**

**[a]** Any person/organization/swimming club applying to hire any municipal swimming pool for a swimming gala shall apply in writing addressed to the Accounting Officer or the Director Community Development

**[b]** Council reserves the right to restrict the number of visitors according to the capacity of the pool

**[c]** The pool will not be open to the public during a swimming gala

**[d]** Patrons entering the pool during the gala will pay the normal approved tariff for either Adult or Child

**[e]** The person signing the application form on behalf of a club/society/organization/legal person, will be jointly and severally liable with such club/society/organization/legal person, criminally and civilly for the observance of this by-law

- [f]** No swimming pool venue shall be reserved unless payment of the prescribed tariff is made seven days prior to the event and no public announcement shall be made until such booking and reservation has been completed. If the prescribed tariff is not paid as stipulated herein, the Council shall have the right to refuse to open the venue or to refuse any person admission thereto.
- [g]** If the client cancels the booking or fails to confirm the reservation in terms of subsection (d) or to use the venue concerned, the client shall forfeit the rent paid by him to the Council, except where the Council re-lets the venue concerned for the time and date for which it was reserved or let to the hirer. Provided further that the Council may refund the full amount advanced if of such opinion in the event of cancellation of a booking or where a second hirer cannot be found, The Council reserves the right to recover administrative costs.
- [h]** The hirer of any municipal swimming pool is not allowed to sublet any such facility
- [i]** The hirer shall not use any part other part of the buildings except the facility which he hires, and shall be responsible for ensuring that no person admitted by him to the hired facility or any of his employees or helpers enters or moves about in any unauthorized part of the facility.

**[11]****Private functions**

- [a]** Booking of private functions will only be permitted at Marais Street Swimming Pool and Middle Street Swimming Pool
- [b]** Any person/organization applying to hire any of the above-mentioned municipal swimming pool for a private function shall apply in writing addressed to the Accounting Officer or the Director Community Development
- [c]** Booking for the hire of any of the above-mentioned municipal swimming pool for a private function may be made by payment of the determined tariff provided that no booking shall be made more than twelve months in advance without the approval of the Council
- [d]** Council reserves the right to restrict the number of visitors according to the capacity of the pool
- [e]** Council reserves the right to restrict the private function to the garden section of the facility
- [f]** The pool will still be open to the public during a private function unless Management decides otherwise

- [g]** Reasonable consumption of liquor shall be permitted at the facility only during private functions. Users will have to be restricted from swimming as this would compromise their safety. Patrons using the facility for private functions will not be permitted to swim when consuming liquor.

**[12] Use of swimming facilities by Clubs**

- [a]** Swimming Clubs wishing to use the swimming pool will first make an application to the Council for the usage of the facility
- [b]** The application letter to the Council for the usage of the swimming pool must state the following:
- i.** The name and address of the club
  - ii.** The application for the usage of the institution must be accompanied by the Club's constitution
  - iii.** The list of names with addresses of the entire executive committee of the club
  - iv.** The days and times which the club will be using the facility
  - v.** The full names, addresses and swimming qualifications of the swimming coach, swimming teacher or swimming instructor
- [c]** Club members shall not be allowed to swim or train during their allocated times by Council in the absence of the swimming coach, swimming teacher or swimming instructor whose duties amongst other include supervision of the club members
- [d]** No monies shall be collected by any registered Club official or Club Member from members of the community or public at the swimming pool other than those related to the Club's levies or registrations
- [e]** Swimming Clubs may not use the swimming pool for other matters other than training
- [f]** Swimming Clubs will only be allowed to use the swimming pool at times and days, by which they shall have come to an agreement with Council
- [g]** Failure for the clubs to abide by the rules and regulations set by the Council, shall result in the cancellation of the contract by Council

**[13] Nuisances**

No person shall perform or permit any of the following acts in or at a public amenity –

- [a]** the use of language or the performance of any other act which 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]** smoking is prohibited
- [e]** the production of smoke nuisances;
- [f]** the causing of disturbances by fighting, shouting, arguing, or the playing of musical instruments; or by the use of loudspeakers, radio reception devices, television sets, or similar equipment;
- [g]** the begging for money, food, work or the offering of services, or
- [h]** in any other manner cause a nuisance, obstruction, disturbance or annoyance to the public.

**[14] Health matters**

No person shall in or at a public swimming pool –

- [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 swimming pool;
- [b]** pollute or contaminate in any way the water in any bath, swimming-bath, dam, spruit, river or water-course;
- [c]** enter any bath or swimming bath while suffering from an infectious or contagious disease or having an open wound on his body;
- [d]** perform any act that may detrimentally affect the health of any visitor to a public swimming pool.
- [e]** no baptism or any related acts is allowed in any of the municipal swimming pools

**[15] Structures**

No person shall without the written consent of the municipality having first been obtained, erect or establish in or on a public amenity any structure, shelter or anything similar.

**[16] Liquor and food**

**[a]** No person shall, contrary to a provision of a notice, bring into a public amenity any alcoholic or any other liquor or drug substances

**[b]** No person shall on, in or at a public amenity, 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; provided that the preparation and cooking of food in or at a public swimming pool shall 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; provided further that no live animals, poultry or fish may be killed or skinned on, in or at a public swimming pool.

**[17] Use of public swimming pool**

**[a]** No person shall without the consent of the municipality or contrary to any condition which the municipality may impose when granting such consent –

- [1] arrange or present any public entertainment;
- [2] collect money or any other goods for charity or any other purpose from the general public;
- [3] display or distribute any pamphlet, placard, painting, book, handbill or any other printed, written or painted work;
- [4] arrange, hold or address any meeting;
- [5] arrange or hold a public gathering or procession, exhibition or performance;
- [6] conduct any trade, occupation or business;
- [7] display, sell or rent out or present for sale or rent any wares or articles;
- [8] hold an auction;

- [9] tell fortunes for compensation;
- [10] no child under the age of ten years shall be allowed into a swimming pool unless accompanied by an adult;
- [11] only children under the age of ten years shall be permitted to use a children's pool where such is provided;
- [12] no person, except the supervising teacher or swimming instructor of a group of scholars visiting a swimming facility during times laid down by the Council may use the swimming pool for the purpose of instruction or training, unless he has obtained the Council's written permission to do so;
- [13] any person using the swimming facility shall at all times exercise reasonable and proper care

**[b]** For the purposes of these by-laws "public gathering or procession" shall mean a procession or gathering of 15 or more persons and which is not regulated by national or provincial legislation.

**[18] Safety and order**

**[a ]** No person shall, subject to subsection [2], in or at a public swimming pool -

- [1] damage or disfigure anything within such amenity;
- [2] use or try to use anything within such amenity for any purpose other than that for which it is designated or determined by notice;
- [3] light a fire or prepare food, except at a place indicated for that purpose by notice;
- [4] throw away any burning or smouldering object;
- [5] throw or roll down any rock, stone or object from any mountain, koppie, slope or cliff;
- [6] pull out, pick or damage any tree, plant, shrub, vegetation or flower;
- [7] behave himself in an improper, indecent, unruly, violent or unbecoming manner;
- [8] cause a disturbance;

- [9] wash, polish or repair a vehicle;
- [10] walk, stand, sit or lie in a flower bed;
- [11] kill, hurt, follow, disturb, ill-treat or catch any animal, bird or fish or displace, disturb, destroy or remove any bird nests or eggs;
- [12] 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;
- [13] play or sit on play park equipment, except if the person concerned is a child under the age of 13 years;
- [14] swim, walk or play, contrary to the provisions of a notice, in a fish-pond, fountain, stream or pond;
- [b] The municipality may by way of notice and subject to such conditions as the municipality deems necessary and mentioned in a notice, authorize any of the actions contemplated in subsection [1].

**[19] Water**

No person may misuse, pollute or contaminate any water source or water supply or waste water in or at any public swimming pool.

**[20] Laundry and crockery**

No person may in or at a public swimming pool wash any crockery or laundry or hang out clothes, except at places indicated by notice for that purpose.

**[21] Vehicles**

[a] No person may bring into a public swimming pool any truck, bus, motorcar, motor cycle, motor tricycle, 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;

[b] The municipality shall determine the speed limit applicable in a public swimming pool;

[c] The directions contemplated in subsection [1] and the speed limit contemplated in subsection [2] shall be made known by the municipality by way of notice.

### **Order and behaviour**

[22] No person may –

- [a] interfere with the swimming pool **caretaker** or any authorized official of the Council in the execution of their duties;
- [b] allow any dog or other pet belonging to him or under his care to enter or to remain within the premises;
- [c] use any premises where he or she knows or suspects that he or she may suffering from any communicable or contagious disease; and
- [f] urinate, defecate, spit or blow his or her nose in the swimming pool.

### **[23] Operational times**

**[a] Peak Season** (September to March)

Monday to Friday: 10:00 to 17:00 (Lifeguards & Seasonal Cashiers)

Monday to Friday: 07:30 to 16:00 (All other staff). Weekends & Public Holidays: overtime

Saturday: 10:00 to 17:00 (Lifeguards & Cashiers)

Sunday: 14:00 to 17:00 (Lifeguards & Cashiers)

Public Holidays: At the discretion of Management

**[b] Off-peak Season** (All Municipal Swimming Pools are closed to the Public) (April to August)

Monday to Friday: 07:30 to 16:00 (All staff)

Saturday: closed

Sunday: closed

Public Holidays: closed

**[c]** Council reserves the right to close the pools to the public during rainy weather and in case of emergencies and unplanned maintenance;



- [d]** The Superintendent or any duly authorized Council official reserves the right to refrain any member from public from swimming in the absence of a Lifeguard.

### **Offences and Penalties**

**[24]**

- [a]** Any person who contravene or fails to comply with any provision of these by-laws or who fails to comply with any notice given in terms of these by-laws shall be guilty of an offence and upon conviction be liable to a fine or imprisonment for a period not exceeding six months or to both such fine and imprisonment.

- [b]** Any person who contravenes or fails to comply with a provision of these by-laws, a notice issued in terms of these by-laws or a condition imposed under these bylaws, irrespective of whether such contravention or failure has been declared as an offence elsewhere in these by-laws, shall be guilty of an offence and liable upon conviction to:

- [1]** a fine or imprisonment for a period not exceeding 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 or an additional period of imprisonment of 10 days 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.

### **Repeal of By-Laws**

- [25]** Any by-laws adopted by the Council or the Council of a municipality now forming an administrative unit of the Council and relating to public swimming pools and spa-baths are, from the date of promulgation of these by-laws, hereby repealed.

### **Date of commencement**

These by-laws commence on the date of publication thereof in the Provincial Gazette.

**BY-LAWS RELATING TO PUBLIC CEMETERIES****RUSTENBURG LOCAL MUNICIPALITY****(No. 8 of 2005)**

The Municipal Manager hereby publishes, in terms of Section 13 of the Local Government Municipal Systems Act, 2000 [Act 32 of 2000] read with Section 162 of the Constitution of the Republic of South Africa Act 1996 [Act 108 of 1996] the By-Law Relating to Public Cemeteries which shall come into operation on the date of publication thereof.

**CHAPTER 1****1. DEFINITIONS**

In these by-laws:

**"adult"** where the word is used to describe a body, means any deceased person over the age 12 whose coffin will fit into the grave opening prescribed for adults in section 7[2]:

**"ashes"** means the cremated remains of a body;

**"body"** means any human dead body including the body of any stillborn child;

**"burial order"** means an order issued in terms of the Births and Deaths Registration Act, 1992 (Act 51 of 1992 )

**"caretaker"** means a person or official appointed by a municipality to be in charge of and to exercise control in or over a cemetery;

**"burial"** shall mean burial in earth or any other form of interment and shall include any other mode of disposal of a body;

**"cemetery"** means a piece of land duly set aside and demarcated by the municipality on an official plan for human burials, either within or outside the area of the municipality;

**"child"** where the word is used to describe a body, means any deceased person of the age of 12 years or under and whose coffin will fit into the grave opening prescribed for children in section 7[2];

**"garden of remembrance"** means a section of a cemetery set aside by the Municipality for the erection of memorial work to commemorate a deceased person whose body was cremated and for the placing of ashes;

**"hero"** means a person who performed heroic act for the country and is given the status of a hero upon the approval of the council

**"hero's arc"** means a designated area of land set aside in the cemetery for the burial of a hero

**"grave"** means a demarcated plot for the burial of a body in a cemetery.

**"beam/garden section"** means a cemetery or section set aside by the Municipality where memorial work is restricted to a headstone only;

**"medical officer of health"** shall mean the officer appointed by the Municipality or any person acting in the capacity of medical officer of health;

**"monumental section"** means a cemetery or section of a cemetery which is not a berm section;

**"memorial wall"** means a wall in a crematorium section provided for the placement of inscribed tablets commemorating deceased persons who have been cremated;

**"memorial work"** means any tombstone, railing, fence, monument, memorial, inscription or other work erected or which may be erected on any grave to commemorate a deceased person and includes a kerb demarcating any grave;

**"municipality"** means the Municipality of Rustenburg and includes the council of the municipality and any duly authorized committee or official of the municipality;

**"name"** shall include any identifying description of a deceased human being who possessed no name or whose name is unknown at time of death;

**“non-resident”** means a person who at the time of his death was not a resident of the Rustenburg Local Municipality; **“officer-in-charge”** means any person authorized by the Municipality to be in control of any cemetery;

**“register of deaths”** means any person appointed as registrar or assistant registrar of death in terms of National legislation or any person fulfilling the description of such registrar;

**“regulation”** means a regulation published in terms of National or Provincial legislation;

**“indigent person”** means a person who has died in indigent circumstances, or if no relative or other person can be found to bear the burial costs of such deceased person. The onus of proof of being indigent rests with the applicant;

**“office hours”** means Monday to Friday 07:30 to 16:00 excluding Saturdays, Sundays and public holidays;

**“holder of private rights”** means the person or persons referred to in Chapter 3, Section 7 thereof;

**“urn”** means a place where the cremated remains of a deceased can be placed.

**“pauper”** means a person who has died as an unknown person or if no relative or other person can be found to bear the burial or cremation costs of such deceased person;

**“municipal manager”** means the person appointed by the municipal council as the municipal manager of the municipality in terms of section 82 of the Local Government Municipal Structures Act, 1998 (Act No. 117 of 1998) and includes any person -

[a] acting in such position; and

[b] to whom the municipal manager has delegated a power, function or duty in respect of such a delegated power, function or duty;

**“non-resident”** means any person who at the time of his or her death was not a resident of the municipality

**"resident"** means a person who, at the time of death, is ordinarily resident within the municipality or any person who, at the time of death, shall have been the owner or fixed property within the municipality for a period of at least six months immediately prior to death: provided that unless otherwise provided herein, the term does not include inmates of hospitals, institutions or other persons temporarily resident within the municipality.

**"tariff"** means the charges as determined by the Council of the municipality from time to time in terms of these by-laws;

## CHAPTER 2

### RIGHTS AND PROCEDURES

**[2.1]** The municipality may set aside any portion of a cemetery for the burial of the deceased of any religious group or other body or community; provided that:

**[a]** "religious group" shall not be construed as being a denomination, and

**[b]** such setting aside shall not entitle any person to be buried in any particular place in a cemetery.

#### **[2.2]**

**[a]** The municipality may sell or otherwise dispose of the right of burial in plots on such conditions as it may determine from time to time, and shall issue the person thus acquiring such right with a certificate setting out the conditions attaching to such acquisition.

**[b]** The holder of a right of burial shall not dispose of such right except with the written permission of the municipality, and such holder or his/her next of kin shall not permit any other person who has not been approved by the municipality to be buried in the plot in respect of which such right exists.

## CHAPTER 3

### DISPOSAL OF A BODY

#### 3.1. Requirements for disposal of a body

[1] No person shall bury a body in a cemetery:-

[a] except under the authority of a written permit issued by the caretaker; or

[b] otherwise than in accordance with the conditions specified in such permit.

#### 3.2. Application for burial

[a] An application for the permit referred to in subsection (2.2) shall be accompanied by the burial order issued in accordance with the Births and Deaths Registration Act, 1992 (Act 51 of 1992), and shall contain such information as may be required by the caretaker.

[b] Except with the permission of the caretaker who shall record the circumstances under which such permission is granted, no person shall bury a body in a cemetery during the hours between sunset and sunrise.

[c] Application for free grave should be done as per conditions approved by Council

#### [3.3] Postponement or cancellation of a burial and refund

(3.3.1).An applicant must give notice of the postponement or cancellation of a burial, by completing the prescribed form, to the officer-in-charge, who must approve at least two working days before the burial.

(3.2.2). In case of a cancellation of burial –

(a) a refund will not be made to the applicant for cost incurred for opening a new grave.

(3.2.3) Cancellation and application for refund should be done 72 hrs before burial

**[3.4] Burial and subsequent burials**

No person shall:

- [a]** bury a body, unless the grave is of sufficient depth so that the top of the body, or, if contained in a coffin or container, the top of the coffin or container is not less than 1 050 mm below the surface of the ground when the grave has been filled up;
- [b]** bury more than one body in a grave, unless the grave has been dug to a sufficient depth so that subsection (a) may be complied with and so that the first body or, if such body is in a coffin or container, such coffin or container may be covered with 100 mm of reinforced concrete or 300 mm of soil when the second body is buried, or
- [c]** remove a body from a grave in order to enlarge such grave.

**[3.5] Re-opening for burial, reburial and exhumation**

- [a]** It is required that re-opening for burial and exhumation be done at least after one rainy season
- [b]** The Council may, if a body has been buried in contravention of these By-laws, cause the body to be exhumed and re buried in another grave
- [c]** The relatives of the deceased must be:
  - notified of the intended exhumation and re-burial, and
  - allowed to attend

### **[3.6] Sizes of graves**

**[a]** The standard measurements for burial plots shall be determined by the municipality.

**[b]** The standard measurements for graves shall be as follows:

#### **[3.6.1] Adults:**

Length: 2 200 mm  
Width : 1 200 mm  
Depth : 1 800 mm.

#### **[3.6.2] Children:**

Length: 1 350 mm  
Width : 600 mm  
Depth : 1 500mm

### **3.7. Conditions for exhumation**

**[a]** No person shall open a grave or exhume or cause a body to be exhumed from a grave:

**[b]** except under the authority of a written permit which may be issued by the municipality; or

**[c]** otherwise than in accordance with the conditions specified in such permit.

**[d]** Whenever a municipality deems it advisable that a body be removed from a grave, it may, after consultation, if possible, with any near relative of such deceased person and, with the approval of the MEC for Local Government or other competent authority, remove such body to another grave.

## **CHAPTER 4**

### **4.1. Conditions for erection of tombstones**

**[a]** No person shall erect or place any kerb, tombstone, monument, railing or fence or any ornamentation upon a grave:



[b] except under the authority set out in a written permit issued by the caretaker;

[c] otherwise than in accordance with the conditions set out in such permit, or

[d] in such a manner as to exceed the boundaries of a burial plot.

[e] The size (outer dimensions) of any erections on burial plots shall not exceed the following measurements:

#### **Adults:**

[i] Single burial plot: 2 500 mm x 1 050 mm;

[ii] Double burial plot: the size of two single burial plots;

[iii] Family burial plot: the appropriate multiple of a single burial plot;

[iv] Width of kerb: 150 mm;

[v] Tombstones shall not be higher than 1 600 mm above the surface of the ground.

#### **Children:**

[i] Single burial plot: 1 500 mm x 1 000 mm;

[ii] Width of kerb: 150 mm;

[iii] Tombstones shall not be higher than 1 200 mm above the surface of the ground.

[f] An application for a permit referred to in subsection (2.2) shall contain such details as may be required by the municipality in respect of the erection concerned and the inscription to be placed thereon, and the municipality may refuse to issue

such permit if, in its opinion, such erection is likely to be of poor craftsmanship or quality or is likely in any way to disfigure a cemetery or is calculated to hurt or offend the feelings of the public.

#### **[4.2] General conditions for erection of tombstones**

No person shall:

- [a]** use any portion of a cemetery for the cutting, dressing and manufacturing of tombstones, monuments, railings, kerbs or other grave fittings except with the permission of the municipality or otherwise than in accordance with the conditions determined by the municipality;
- [b]** carry out any work in connection with any kerb, tombstone, monument, railings or fence on or round a grave or bring any materials into a cemetery for the purposes of such work, except during the following hours:
- Mondays to Fridays (excluding weekends and public holidays):  
8:00 to 15:00
- [c]** at any time leave any building sand, stones, builders' rubble, soil, rubbish or other debris in the cemetery.
- [d]** Whenever the person who erected a memorial work in a cemetery allows it to fall into such state of disrepair as in the opinion of the municipality constitutes a danger or a disfigurement in the cemetery, the municipality may by written notice require him or her to effect such repairs as may be specified in such notice, and if his or her address is unknown, such notice may be published in a newspaper circulating within the area of such municipality.
- [e]** In the event of the required repairs not being effected within three months from the service or publication of such notice, the municipality may itself effect the repairs or remove the memorial work without paying compensation and may recover the expense of such repair or removal from such person.

#### **[4.3] Upkeep of graves**

- [a]** The holder of the right of burial in a plot in a cemetery shall keep that plot and the monuments, tombstones or other erections thereon in good order and repair.
- [b]** The municipality may undertake the upkeep of graves at the prescribed tariff.
- [c]** No person shall undertake the upkeep of graves in a cemetery except with the written consent of the municipality.

## CHAPTER 5

### [5.1] General requirements

#### [5.5.1] No person shall

**[a]** plant a tree or shrub on a grave site without the permission of the caretaker; or

**[b]** when cleaning a grave plot, deposit the material cleared from the grave, in the cemetery at a place other than that provided for such purpose.

**[5.1.2]** The caretaker or his authorized assistant may prune, cut down, dig up or remove any shrub, plant or flower in a cemetery if such is in his opinion unsightly.

#### [5.1.3] No person shall:

**[a]** enter or leave a cemetery except by the proper gates;

**[b]** sit, stand or climb upon or over a memorial work, gate, wall, fence or building in a cemetery;

**[c]** drive a hearse in a cemetery except upon the carriage ways provided for that purpose;

**[d]** enter a cemetery

**[i]** with or on a bicycle; or

**[ii]** in any other vehicle without the permission of the caretaker;

**[e]** conduct a religious ceremony or service according to the rites of any denomination in that part of a cemetery set aside for members of any other denomination;

**[f]** expose or convey a body in an unseemly manner in a street, cemetery or other public place;

**[g]** mark, draw, scribble or erect an advertisement upon, or in any way deface a wall, building, fence, gate, memorial work or other erection in a cemetery;

- [h]** pick flowers in a cemetery;
- [i]** smoke in a cemetery;
- [j]** bring an animal into a cemetery;
- [k]** hold a demonstration or participate in such demonstration in a cemetery;
- [l]** create or allow to be created a nuisance in a cemetery;
- [m]** disrupt or allow to be disrupted any funeral proceedings in a cemetery, or
- [n]** discharge any fire-arm in a cemetery, except as a salute at a military funeral.
- [o]** use or cause any cemetery to be used for any immoral purpose;
- [p]** bring any dog, cat, fowl or other animal or bird into a cemetery or allow it to wander therein;
- [q]** trade or hawk goods or services in a cemetery;
- [r]** drive a permitted vehicle in a cemetery at a speed in excess of 20km/h;
- [s]** obstruct, resist or oppose the caretaker or any worker employed by the municipality in any cemetery in the course of his or her duty or refuse to comply with any order or request which the caretaker is entitled to make under these by-laws.

**[5.1.4]** The tariffs payable in terms of section (2.2), as well as all other tariffs payable for burials, exhumations, re-interments or any other services rendered by the municipality in a cemetery or in connection with a funeral, shall from time to time be fixed by a resolution of the Council of the municipality.

**[5.1.5]** The Municipal Manager shall maintain a register of all burial plots disposed of the municipality in terms of these by-laws and shall record therein the number of each plot in a cemetery which number shall be consecutive, the name of the owner of such plot and its date of purchase. The Municipal

Manager shall, furthermore, record in such register details of burials in plots sold by the municipality in terms of these by-laws.

**[5.1.6]** Any person who contravenes or fails to comply with any provision of these by-laws or any instruction or permit issued hereunder shall be guilty of an offence and be liable on conviction to a fine not exceeding R1000 or such higher amount as is determined from time to time by the Minister of Justice as contemplated in section 1(1)(a) of the Adjustment of Fines Act 1991 (Act No. 101 of 1991) or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

**[5.1.7]** Any by-law relating to public cemeteries adopted by the municipality or any municipality now comprising an administrative unit of the municipality is repealed from the date of promulgation of these by-laws.

## **CHAPTER 6**

### **[6.1] Interment only in Allocatted Grave**

Subject to the provisions of these by-laws, no interment shall take place in any grave not allocatted by the officer-in-charge.

## **CHAPTER 7**

### **[7.1] Private Rights**

The below mentioned private rights are applicable to Categories A and B only, unless stated otherwise.

Private rights in a grave shall give to the holder of such rights and obligations dealt with in these by-laws.

**[a]** The holder of Private Rights shall include, but shall not be limited to, the following:

(1) The person who purchased the grave or who received the grave as a gift from the original purchaser and whose name appears in the register of the Municipality.

(2) The person who paid the burial fees in respect of the first interment in the grave:.

(3) The person to whom the holder of private rights has transferred his rights to.

(4) The person who has inherited the private rights by means of a testamentary disposition or in the absence thereof, by means of such customary or common law of succession as may be applicable to the original holder of the private rights.

**[b]** The private rights in a grave shall be freely transferable, but such transfer shall only come into operation once the transfer has been registered by the Municipality.

**[7.2]** In the event of a dispute regarding the holder of private rights, the dispute shall be referred to the officer-in-charge for determination thereof.

**[7.3]** In the event of the private rights previously vesting in a now deceased person not being transferred or new person filing a claim for such rights, within 5 years of interment, the rights shall revert back to the Municipality.

## **CHAPTER 8**

### **[8.1] Subsequent Interment**

**[a]** Not more than two interments may be made in any grave: Provided that a third interment may be made in such grave with the consent of the officer-in-charge if the grave has been deepened as contemplated in Section 3.4(a).

**[b]** Any holder of rights desiring to have a body interred in a private grave as a second or third interment in such grave shall –

**(1)** remove all memorial work on such grave at his own expense and comply with any requirement of the officer-in-charge in respect of such removal;

**(2)** after compliance with paragraph (a), give at least 48 hours written notice to the officer-in-charge on the prescribed form of such interment, which period shall be calculated exclusive of any Saturday, Sunday or a public holiday.

**[c]** The notice referred to in subsection (3.2) shall be accompanied by written proof of the title of the holder of rights to the grave concerned and after payment of the appropriate charges.

## **CHAPTER 9**

### **[9.1] Enlarging of Excavation**

**[a]** If a coffin is too large to be accommodated within the excavation of an adult grave, such excavation may be enlarged to a size which will accommodate the coffin;

**(b)** a grave may be deepened at the request of an applicant contemplated in section 5 as to permit the interment in such grave of a third body.

**[c]** If a grave is to be enlarged or deepened as contemplated in Subsection (2), the officer-in-charge shall be notified accordingly, at least 24 hours before the interment, which period shall be calculated exclusive of any Saturday, Sunday or public holiday, and such notice shall be accompanied by payment of the appropriate charge.

## **CHAPTER 10**

### **Covering of Coffins**

**[a]** There shall be at least 900mm of soil between any coffin and the surface of the ground.

**[b]** At least 300mm of soil shall be placed over any coffin immediately after interment.

**[c]** Where applicable a TLB can be used to fill up a grave at a prescribed at an approved fee

## **CHAPTER 11**

### **Construction of Coffins**

No coffin intended to be placed in a grave shall be constructed of any material other than natural timber or other decomposable material, excluding lead caskets.

## **CHAPTER 12**

### **Duration of Services**

No person shall occupy for more than 60 minutes a cemetery for the purposes of a service or ceremony without the consent of the officer-in-charge.

## **CHAPTER 13**

### **Care of Graves-Gardening of graves and objects on graves**

- [a]** No person shall garden on any grave in the berm system.
  - [b]** No person shall erect, place or leave upon a grave any object or decoration, except during the first 30 days following the interment there-in in the berm system.
  - [c]** Natural or artificial flowers and the receptacles in which they are contained may be placed on a grave at any time except in the berm system.
- (d)** The officer-in-charge or any member of his staff may remove natural or artificial flowers and any receptacle placed on a grave, when they become withered, faded or damaged, or when placed on a grave contrary to these by-laws.
- (e)** The Municipality cannot be held liable for any loss or damage to any object on any grave, as contemplated herein.

## **CHAPTER 14**

### **[14.1] Memorial Work : Erection or Re-erection of Memorial Work**

- [a]** No memorial work may be erected on a grave in a pauper section.
- [b]** No person shall, without the prior written consent of the officer-in-charge, erect any memorial work in any cemetery. Or bring any material into any cemetery for the purpose of erecting any memorial work.
- [c]** Application for consent in terms of subsection (2) shall be made at least five working days before the proposed date of the erection to the officer-in-charge in the prescribed form.



**[d]** If any memorial work is removed for additional inscriptions or other alterations thereof, the provisions of subsection (2) shall mutatis mutandis apply.

**[e]** Save with the permission of the officer-in-charge, no work on any memorial work shall be performed on a Saturday, Sunday or a public holiday, or at any time between the hours of 15:00 and 08:00.

**[f]** No person shall erect or re-erect any memorial work at any time when the ground upon which such memorial work is to be erected or re-erected is, in the opinion of the officer-in-charge, in an unsuitable condition. The Municipality shall not be held liable for damage to memorial work resulting from subsiding soil or otherwise.

**[g]** The person in charge of the erection or re-erection of any memorial work shall produce the written consent referred to in Subsection (2), at the request of the officer-in-charge.

**[h]** No memorial work or material for use in connection therewith shall be conveyed in any cemetery in such a manner as may damage the roadways, paths or grounds.

**[i]** Any surplus material, rubbish or rubble resulting from the erection of any memorial work, shall be removed forthwith by the person responsible for such erection immediately on completion of work.

#### **[14.2] General Requirements for Memorial Work**

Any person constructing any memorial work must comply with the following requirements:

**(a)** Wherever any part of the memorial work is joined to any other Section thereof, copper or galvanized iron pins shall be used as follows:

- |  |      |
|--|------|
| <b>(i)</b> memorial work up to a height of 500mm, two or more pins<br>least 5mm thick and 100mm long;      | at   |
| <b>(ii)</b> memorial work 501mm up to height of 1 000mm two or<br>pins at least 10mm thick and 200mm long; | more |
| <b>(iii)</b> memorial work 1 001mm and higher at least two or more<br>20mm thick and 300mm long;           | pins |

- (b) Any part of such memorial which rests upon the ground or any stone or other foundation shall be properly squared and bedded; (c) No material of uneven thickness or having any corner wanting shall be used;
- (d) The undersides of every flat material work and the base of every memorial work shall be sunk at least 50mm below the natural level of the ground;
- (e) No border which is more than 225mm above the surface of the ground or more than 200mm deep shall be used without the consent of the Municipality;
- (f) All memorial work and border stones shall be securely clamped with round copper or galvanized iron clamps;
- (g) All memorial work up to 150mm in thickness shall be securely attached to the base in an approved manner;
- (h) Any kind of memorial work shall be completed as far as possible before being brought into any cemetery;
- (i) Foot stones shall consist of one solid piece;
- (j) Memorial work shall be constructed or made of a durable material with a life expectancy of at least 25 years;
- (k) No person shall do any work, chiselling or other work upon any memorial work not connected with the fixing of work in its position in the cemetery except where such work is expressly permitted in terms of these by-laws;
- (l) In all cases where any memorial work rests on a base –
- (i) such a memorial work shall have a foundation as prescribed by the official-in-charge;
  - (ii) such memorial work shall be set with cement mortar

#### **Date of commencement**

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