

Extract from the minutes of the 4th Council Meeting of Midvaal Local Municipality of 2025 held on Tuesday, 29 April 2025 at 14:00 in the Meyerton Town Hall.

PRESENT

COUNCILLORS:	Ald. A.R. McLoughlin	: Speaker
	Ald. P.J. Teixeira	: Executive Mayor
	M.I. Motsamai	: Member of the Mayoral Committee
	Ald. P.D. Hutcheson	: Member of the Mayoral Committee
	C.L. Gomes	: Member of the Mayoral Committee
	R.J. Hubbard	: Member of the Mayoral Committee
	T.M. Modiba	: Member of the Mayoral Committee
	M-A. Myburgh	: Member of the Mayoral Committee
	Ald. P.C. Pretorius	: Chief Whip of Council

COUNCILLORS	O. Brits	A.H. Dickinson	P.J.G. Swart
	J.G. Viljoen	M.C. Kruger	N.L. Bushula
	M.A. Maimane	M.C. Mboweni	I.P. Ramushu
	L.T.H. Visser	P.M. Lehloka	S.M.A. Janse Van Rensburg
	M.L. Modikeng	M.L. Molakeng	G.M. Nkoe

ALSO IN ATTENDANCE

P. Magodi	: Municipal Manager
Z. Mhlongo	: Executive Director: Financial Services
S. Cave	: Executive Director: Corporate Services
E. Lensley	: Executive Director: Public Safety & Roads
T. Mnguni	: Executive Director: Community Services
K. Mokwena	: Executive Director: Development and Planning
D. Mukwevho	: Acting Executive Director: Engineering Services
N. Pumane	: Chief of Staff: Office of the Mayor
B. Tshabalala	: Deputy Director: Office of the Speaker
P. Luswazi-Chiya	: Director: Office of the MM
C.M. Van Nieuwenhuizen	: Admin Officer: Committees
E. Gaybba	: Admin Officer: Committees
Christina Ntisa	: Admin Clerk

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C 3518/04/2025
MC A/6563/04/2025

9.A.17 [COMM]: REVIEW OF THE CULTURE, SPORTS AND RECREATION BY-LAW

1/3/1/R

COMPETENCY: COUNCIL

IT WAS UNANIMOUSLY RESOLVED:

1. That the report on the review of the Culture, Sports and Recreation By-law, be noted.
2. That the draft reviewed Culture, Sports and Recreation By-law, attached to the report as Annexure "A", be approved.
3. That the initiation of a public consultation process in accordance with sections 7 and 8 of the Rationalisation of the Local Government Affairs Act, 1996 (Act No. 10 of 1998) (Rationalisation of the Local Government Affairs Act) read with sections 12 and 13 of the Local Government: Municipal Systems Act, 2000, (Act No. 32 of 2000) (Municipal Systems Act), read with section 160 of the Constitution, be approved.
4. That, upon conclusion of the public participation process, a further report be submitted by the Community Services Department to Council for the adoption and subsequent promulgation of the reviewed Culture Sports and Recreation By-law.



MR. S. CAVE
EXECUTIVE DIRECTOR: CORPORATE SERVICES

Date: 07/07/2025

MIDVAAL LOCAL MUNICIPALITY
CULTURE SPORTS AND RECREATION BY-LAW

To provide for the use and administration of municipal sport and recreation facilities within the municipal area and incidental matters.

BE IT ENACTED by the Council of the Midvaal Local Municipality, as follows:-

DEFINITIONS:

Authorised official means: any official of the Council who has been authorised by the Council to administer, implement, and enforce the provisions of these By-laws,

Ablution room means: A room or facility set aside for persons lawfully present on a camping ground to wash themselves, take a bath, or shower.

Immovable Asset means:

- a) immovable property and real rights registered in the name of the Municipality.
- b) immovable property and real rights the Municipality is entitled to have registered in its name; and
- c) any other immovable property which, by law, vests in the Municipality.

Calendar Year means: 1 January to 31 December of any year.

Constitution means: The Constitution of the Republic of South Africa 1996.

Council means: a municipal council referred to in section 157 of the Constitution.

Group Activity means: any sporting activity involving or conducted by an organised body of people whose body can be joined by any member of the public eligible for membership, and "group" has a corresponding meaning.

Local Sports Facility means: Any sports facility that falls within the jurisdiction of the Council.

Market value means: the amount a property would have realized if sold on the date of valuation in the open market by a willing seller to a willing buyer.

Municipality means: the Midvaal Local Municipality, duly established under section 12 of the Local Government: Municipal Structures Act 117 of 1998.

Municipal Manager means: the head of administration of the municipal council, duly appointed in accordance with section 54A of the Local Government: Municipal Systems Act 32 of 2000.

Notice means: a clearly visible notice in the official languages determined by the Council as contemplated in section 21(2) of the Local Government: Municipal Systems Act, 32 of 2000, or any graphic icon depicting notification to members of the public.



SASREA: Safety at Sports and Recreational Events Act, Act 2 of 2010

Property means:

- a) immovable property in the name of Midvaal Local Municipality, including, in the case of a Sectional title scheme, a sectional title unit registered in the name of a municipality.
- b) public service infrastructure.

Social benefit is defined as: services provided by registered welfare, charitable, non-profit, and religious organisations.

Sporting Activity means: any game or recreational activity pursued in a sports facility, including practice and training sessions.

Sport Facility means: any area, building, or structure that is designated or set aside for a sporting activity and which is owned, managed, or controlled by the Council, including but not limited to a stadium, a tennis court, or a tennis court complex, a squash court or squash court complex, a swimming pool, a golf course or an ice rink, or any combination of such facilities, and the surrounding and ancillary facilities associated with any such sport facility; and

WPSR means: The White Paper on Sports and Recreation 2011.

1. LEASE:

1.1. Recognised sporting bodies can lease sports, recreation, and cultural facilities. However, this is subject to the signing of lease agreements and service-level agreements, which must adhere to the following terms and conditions:

1.1.1. Tariffs will be imposed for the use of sports, recreation, and cultural facilities. The council will decide on the determination of these tariffs and the applicable rates from time to time.

1.1.2. The duration of the lease contract will be subject to the timeframes as agreed by both parties.

1.1.3. The occupational rent amount will be determined based on the facility's value.

1.1.4. An escalation cost will be calculated at a rate agreeable to the parties but subject to market-related escalation rates.

1.1.5. The annual rental amount will be reviewed every twelve months to ensure it aligns with any valuation fluctuations.

1.1.6. The lessee can sub-let the facilities per the agreement's terms.

- 1.2. The lessee and the lessor are responsible for providing each other with an annual activities program. This ensures transparency and allows both parties to be aware of the planned activities at the facility.
 - 1.2.1. The lease agreements should be in written form and comply with the standards set by the council.
 - 1.2.2. The terms and conditions of the lease agreements must be agreed upon by both parties involved.
 - 1.2.3. The lease agreements should clearly stipulate the duration of the lease and any renewal options.
 - 1.2.4. The service level agreements should outline the council's and the lessee's responsibilities regarding maintenance, repairs, and overall facility management.
 - 1.2.5. The lease agreements should include provisions for any necessary insurance coverage and liability responsibilities.
 - 1.2.6. Any additional conditions or requirements set forth by the council should also be addressed in the lease agreements.
- 1.3. By adhering to these terms and conditions, the council aims to ensure a fair and transparent process for leasing sport, recreation, and cultural facilities to recognised sporting bodies. This approach allows for efficient management and utilisation of the facilities while promoting the growth and development of sports and cultural activities within the community

2. MAINTENANCE

2.1. BUILDINGS

- 2.1.1. The buildings on the premises will have water and electricity meters. This means that water and electricity usage will be measured, and the lessee will be responsible for paying for the amount consumed. ***The lessor will be responsible for installing prepaid electricity and water meters, where applicable.***
- 2.1.2. The floodlights installed on the buildings will also be metered. This means that their usage will be monitored and billed accordingly. The lessee needs to be aware of this and factor in the cost of operating the floodlights.
- 2.1.3. Regarding maintenance, the lessee will provide the necessary bulbs for the floodlights. However, the lessor will be responsible for the cable maintenance of the flood lights. If there are any issues with the cables connecting the floodlights, the lessor will repair or replace them.

- 2.1.4. It is important for both the lessee and the lessor to understand and agree upon these arrangements regarding the metering of water and electricity and the responsibilities for flood lights maintenance.

3.1. SPORTS FIELDS

In the context of sports fields, the responsibilities of the lessee and lessor are outlined as follows: The duty of care to all facilities remains with the municipality, but the lessee also bears some responsibility in this regard.

3.1.1. Responsibilities of the Lessee:

- 3.1.1.1. Marking of Fields: The lessee must mark the sports fields with appropriate lines and markings for different sports activities, ensuring clarity and adherence to regulations.

- 3.2.1.1. General Maintenance: The lessee is responsible for the overall **sustenance** of the sports fields. **The Lessee is responsible for the maintenance and repair** of equipment damaged due to negligence and other sporting apparatus used on the fields that may incur damage.

3.2.2. Responsibilities of the Lessor:

- 3.2.2.1. Cutting Grass: The lessor regularly mows the grass on the sports fields to maintain an appropriate playing surface.
- 3.2.2.2. Irrigation: The **lessor** is responsible for ensuring that the sports fields receive adequate water for proper growth and grass maintenance.
- 3.2.2.3. Water Network Maintenance: The lessor is responsible for repairing and maintaining the water network that supplies water to the sports fields. This includes any necessary repairs to pipes, valves, and irrigation systems to ensure proper functioning.
- 3.2.2.4. General Maintenance: The **lessor** is responsible for the overall upkeep of the sports fields.

These outlined responsibilities help establish a clear division of duties between the lessee and the lessor regarding the maintenance and management of sports fields.

4. OTHER STANDARD PRINCIPLES

- 4.1. It has been pre-determined that the Midvaal Municipality will not be charged any fees for using the facility. It is important to note that the facilities will remain the property of the municipality, and the municipality will also be responsible for their upkeep and maintenance.
- 4.2. The facility must be open and accessible to all members of the public without discrimination. The municipality must be represented in the management of the lessee to ensure proper management.
- 4.3. Officials should conduct regular inspections to ensure compliance with rules and regulations. This will help maintain the facility's standards and safety.

- 4.4. It is mandatory for all federations to affiliate with the Midvaal Sports Council ***when this Council is established and fully functional***. This will facilitate better coordination and communication between the municipality and the various sports bodies.
- 4.5. Regarding land allocation, the council can offer land at a special price or allow the club or body to lease it at normal fees. This is applicable in cases where sports clubs or bodies need to develop the facility themselves.

5. SPORTS FACILITIES

5.1. ADMINISTRATION

- 5.1.1. According to section 4(2)(a) of the Local Government: Municipal Systems Act, 2000, the council has a statutory duty to utilise council resources in the best interest of the local community. Therefore, all local sports facilities must be administered by or on behalf of the council under the provisions outlined in this section. However, it should be noted that the council retains the right to dispose of any local sports facility or rights thereto under applicable legislation.
- 5.1.2. The use and enjoyment of local sports facilities by the local community or any other individuals are subject to the terms and conditions determined by the council, which may be revised periodically. Additionally, any hire or lease agreements between the council and individuals or groups must adhere to these terms and conditions, provided they are not inconsistent with the provisions outlined in this section.
- 5.1.3. Despite the local community's right to use and enjoy the local sports facilities, the council is entitled to hire out any facility regularly recurring or specific for any purpose without limitation or prior notice.

6. PRESCRIBED FEES

Under regulations outlined in this by-law, individuals are required to submit the designated fee for entry, rental, or utilisation of any local sports facility. Any other prescribed fees as specified in this policy must also be paid. The person in question must comply with these requirements to ensure proper access and use of the local sports facility.

7. ACCESS CONDITIONS

- 7.1. No person, unless authorised by an authorised official, may enter or be admitted into any local sports facility or any part thereof except through a designated entrance.
- 7.2. The council always reserves the right to access any local sports facility. A duly authorised official can refuse admission to any person or instruct them to leave the facility immediately if their behaviour or conduct is deemed prejudicial to good order, contrary to, or disruptive of, the generally accepted rules for the specific sporting activity.

- 7.3. If a person mentioned in subsection (7.1) refuses to leave a sports facility voluntarily after being instructed, an authorised official is entitled to remove them from the local sports facility. This can be done with or without the assistance of security personnel, a member of the South African Police Services, or any other police force, if available.
- 7.4. The council has the discretion to determine the maximum capacity of any local sports facility. Once the maximum capacity has been reached, an authorised official or any other person designated by them may refuse further access to the facility. This can be done by closing all entrances to the facility, constructing barriers if necessary, and displaying a notice prohibiting further access once the maximum capacity has been reached.
- 7.5. Under this provision, an authorised official has been granted certain powers to maintain law and order and ensure the safety of individuals using a local sports facility. These powers include the ability to:
- 7.5.1. Conduct searches on individuals wishing to enter the facility.
 - 7.5.2. Search any container a person intends to bring into or onto the facility.
 - 7.5.3. Search any motor vehicle proposed to be driven into or onto the facility.
 - 7.5.4. The authorised official can seize certain items or objects if they meet certain criteria. These criteria include:
 - (i) Possessing a substance that is prohibited by law.
 - (ii) Carrying or having the potential to become a dangerous weapon.
 - (iii) Containing intoxicating liquor.
 - (iv) Having the potential to disrupt the peaceful enjoyment of the facility by individuals lawfully admitted.
 - 7.5.5. Any object seized, excluding substances mentioned in subsection (7.5.4 (i)), must be returned to the person upon their departure from the local sports facility upon request.
- 7.6. Any substance seized in terms of paragraph 7.5.4, except substances mentioned in subsection 7.5.4(i), must be returned to the person upon their departure from the local sports facility upon their request. The council must display conspicuous notices at or near every entrance gate, indicating the hours during which the facility is open to members of the public.
- 7.7. The council has the discretion to temporarily close a local sports facility to members of the public for various reasons such as repair, maintenance, hiring a group, or any other reason.
- 7.8. No unauthorised person may enter or remain inside a local sports facility at any time other than during the hours when the facility is open to the public or during any period when the facility is closed under the provisions of paragraph 7.7.

8. HIRING OF SPORTS FACILITIES

- 8.1. Prior reservation with an authorised official is required to hire a local sports facility. This reservation must be recorded in a register maintained by the

authorised official. Depending on the duration of the hire, it may follow on a first-come-first-served basis.

- 8.2. The purpose for which the local sports facility is being hired must be disclosed to the authorised official during the reservation process. The authorised official can refuse the reservation if they believe the purpose is illegal, contrary to the council's policy, The Safety at Sports and Recreation Events Act 2 of 2010, or likely to result in violence or damage to the facility or other property.
- 8.3. The terms and conditions for hiring a local sports facility must be documented in a written agreement. This agreement should be signed by both the hirer and the authorised official at least 7 days prior to the proposed start date of the hire. In some cases, a shorter period may be agreed upon. The hirer is required to pay a prescribed fee as confirmation of the reservation.
- 8.4. It is not permissible to agree to hire a local sports facility with a minor unless a parent, guardian, or tutor properly assists them. The authorised official can request proof of age from any applicant for hire.
- 8.5. The abovementioned agreement serves as proof of reservation. The hirer must present this agreement whenever requested by an authorised official while using the local sports facility.
- 8.6. If alcoholic beverages are served at the local sports facility, the hirer must adhere to all applicable legislation regarding the serving of liquor. This responsibility applies at all times during the hire period.
- 8.7. Any individual or organisation hiring a local sports facility must obtain an insurance policy from an approved insurance company. This policy must cover any potential structural damage to the sports facility during the hire period. The council should also approve the specific amount of coverage to be obtained.
- 8.8. The council may require the hirer to obtain public liability insurance. This insurance should be approved by the council and provide coverage in the event of any injuries or fatalities that may occur during or as a result of any activities within the sports facility during the hire period. These insurance requirements are in place to ensure the protection and well-being of all individuals involved in using the sports facility.
- 8.9. By obtaining the necessary insurance coverage, hirers can mitigate potential risks and liabilities associated with using the facility.

9. GROUP ACTIVITIES

- 9.1. Each participant in a group activity must be registered as a group member or be a bona fide guest introduced by a member. The council has the authority to determine a prescribed fee for hiring a sports facility if guests use it in addition to the registered members of a group.

- 9.2. Every group member utilising a local sports facility must be issued a membership card either by the group itself or the council if the council establishes a club or group for that specific activity within the sports facility.
- 9.3. Failure to present a membership card when requested by an authorised official may result in refusal of admission.
- 9.4. The membership card holder is not permitted to transfer or allow its use by any other individual.
- 9.5. If a membership card issued by the council is lost, the member will be responsible for the cost of replacing it.
- 9.6. A membership card must be renewed annually, and if issued by the council, the prescribed renewal fee must be paid.
- 9.7. Any group activity may be organised and supervised by an authorised official, freelance instructor, volunteer, or any other individual. An authorised official may also be present when the activity is not being controlled or organised by such an official.
- 9.8. Each group must strictly adhere to the specific time period allocated to them by an authorised official for using a local sports facility or any part thereof. If the use of the facility exceeds the allocated period, an additional prescribed fee will be required.
- 9.9. If a local sports facility or any part thereof has been allocated to a group, it is important that the group or its members regularly use their allocated period. If for any reason the group is unable to use their allocated period, it is necessary to inform the authorised official in charge of the sports facility beforehand.
- 9.10. If a group has been allocated the use of a local sports facility for a specific activity, they are not allowed to engage in any other activity on or in the facility during the allocated period unless prior permission has been obtained from an authorised official.
- 9.11. A group may not transfer its allocated period to another group or person. Any alteration to the local sports facility program must be discussed and agreed upon with an authorised official.
- 9.12. In certain circumstances, an authorised official may instruct a group to cancel regular activities on a particular day. This may be due to various reasons, such as repairs or maintenance that require temporary closure of the whole or part of the facility. The affected group must be given prior written notice of such proposed instruction.

- 9.13. It is important to note that in situations of emergency or if an authorised official deems it necessary or desirable, they may cancel a regular activity at short notice without prior written notice.
- 9.14. Irrespective of the above provisions, an authorised official has the authority to suspend or terminate the use of a local sports facility by any person or group if their conduct or behaviour is considered prejudicial to good order or the generally accepted rules of the group activity in question.

10. SMOKING AND CONSUMPTION OF ALCOHOLIC BEVERAGES

- 10.1. Subject to any other law and excluding open-air local sports facilities like stadiums or golf courses, smoking is not permitted in a local sports facility unless a designated area is indicated explicitly by a notice.
- 10.2. Regarding the sale and consumption of alcoholic beverages in a local sports facility, certain conditions apply. Without the prior written permission of the council and **compliance to the conditions of the National Liquor Act, (Act 59 of 2003)** no person may sell any alcoholic beverage on the premises. Additionally, bringing personal supplies of alcoholic beverages onto the facility premises is prohibited.
- 10.3. If the council permits the sale and consumption of alcohol in the local sports facility, certain conditions must be met. Beer, cider, and alcoholic cordials can only be served in cans, kegs, or plastic cups. Glass bottles are not permitted. Furthermore, it is strictly prohibited to serve or allow any person under the age of 18 to consume alcoholic beverages. The hirer of the sports facility or the person in charge is responsible for ensuring compliance with this age restriction.

11. DUTIES OF HIRER

A hirer of a local sports facility is responsible for maintaining good order and ensuring socially acceptable behaviour within the premises. The hirer must guarantee that the sports facility is left in the same condition as it was when they initially took possession of it. Failure to do so will result in the hirer being held liable for any costs incurred by the council for repairing any damages to the facility or cleaning it.

12. PUBLIC DECENCY AND DRESS CODE

12.1. PUBLIC DECENCY

- 12.1.1. No individual may be present in or at any local sports facility unless they are within a designated change room or ablution facility designated for use by individuals of the same gender. It is prohibited to be in a state of undress or engage in any other state that is considered indecent or harmful to the morals of others present at the facility
- 12.1.2. An authorised official can instruct anyone to refrain from violating the conditions stated in paragraph (12.1.1). The individual must comply with the official's reasonable requests to rectify the situation. Failure to comply may result in the person being removed from the sports facility and denied re-entry

until the offending state, undress, or other inappropriate behaviour has been rectified.

- 12.1.3. It is strictly forbidden for any person to relieve themselves in any area of a local sports facility except in the designated ablution facilities provided explicitly for that purpose and intended for use by individuals of the same gender.
- 12.1.4. Any cubicle, change room, or ablution area designated for individuals of a specific gender may not be utilised by individuals of the opposite gender. Additionally, except for children under the age of five, no person may enter any part of the premises reserved for individuals of the opposite gender.
- 12.1.5. It is not permitted for any individual to occupy a change room longer than is reasonably necessary to change into different attire.
- 12.1.6. It is strictly prohibited for any person to use profane or indecent language, behave in an indecent manner, or engage in any other conduct that constitutes a nuisance or interferes with the enjoyment of the local sports facility by others. If an individual persists in such behaviour after being instructed to stop by an authorised official, they may be immediately removed from the sports facility by the said official.

13. DRESS CODE

- 13.1.1. It is mandatory for every individual participating in a sporting activity to wear appropriate apparel specifically designed for that activity. If an authorised official determines that a person is not appropriately clothed, they have the authority to instruct that additional apparel be worn for that specific sporting activity.
- 13.1.2. It is prohibited for any person to wear shoes or other footwear that may cause damage to the surface of a local sports facility in any way. If an authorised official observes such footwear, they have the right to request that the person remove their shoes immediately.
- 13.1.3. If the individual refuses to comply with this instruction, the authorised official can prohibit that person from participating in the activity.
- 13.1.4. If the behaviour of a person not participating in a sporting activity is such that their shoes are likely to cause damage to a local sports facility, an authorised official reserves the right to remove that person from the premises. The individual will be barred from re-entry until they have removed their shoes.
- 13.1.5. These regulations ensure the proper maintenance and preservation of local sports facilities, guaranteeing a safe and suitable environment for all participants and visitors.

13.2. CLOTHING AND PERSONAL EFFECTS

- 13.2.1. If a suitable storage facility is available on the premises of a local sports facility, individuals who have changed into appropriate attire to participate in a sporting activity are permitted to place their clothing, possessions, and effects in a container provided by an authorised official. This container may then be deposited in the designated change room or any other location specified by an authorised official.
- 13.2.2. To ensure proper identification and retrieval, the authorised official must issue a disc or token bearing a unique number or distinguishing mark to the individual depositing the container.
- 13.2.3. Notwithstanding the provisions stated in subsection (13.2.2), scholars planning to participate in a group activity organised by their school or a voluntary schools association can only present their clothing, possessions, and effects in a neatly bundled form for depositing under this section.
- 13.2.4. Upon presentation of the appropriate disc or token, an authorised official must return the container or bundle and all its contents to the person surrendering the disc or token in exchange.
- 13.2.5. *If no such suitable storage facility is available, individuals, scholars or anyone else for that matter, who utilises the sport facility, is responsible for the safeguarding and protection of their personal possessions, clothing, attire or any equipment.***
- 13.2.6. *The Midvaal Local Municipality accepts no responsibility whatsoever and is indemnified of any responsibility in case of lost, theft, damage to property, equipment and any possessions of a private nature.***

14. FIREARMS AND TRADITIONAL WEAPONS

Firearms and traditional weapons are prohibited in local sports facilities.

15. GENERALLY PROHIBITED CONDUCT

- 15.1. It is prohibited for any individual to intentionally or carelessly destroy, damage, or deface any part of a sports facility, including fixtures, fittings, appliances, or any items provided by the council for use within the facility. It is also forbidden to throw, deposit, or drop any refuse, glass, tin, paper, fruit, fruit peels, sharp objects, or any other perishable or offensive items that may interfere with the cleanliness of the sports facility or cause annoyance, danger, injury, or accidents to others within the facility, unless they are disposed of within a designated refuse bin or container provided by the council.
- 15.2. It is not permissible to remove or disturb any gravel, sand, sod, turf, or other substances that cover the surface of a local sports facility. Unless specifically

allowed by the council, lighting fires or engaging in activities that may cause substances or objects to catch fire within the sports facility is strictly prohibited.

- 15.3. It is prohibited to walk upon or recline in any flowerbed or lawn located on the premises of a local sports facility or operate any vehicle or machinery in these areas in violation of any proprietary notice displayed in a prominent location within or on the facility.
- 15.4. Individuals are prohibited from engaging in certain activities without written authorisation from an authorised official. These activities include but are not limited to encroaching upon or constructing any enclosure, making holes, or erecting structures such as pegs, spikes, tents, booths, screens, stands, swings, or any other building or erection within the premises.
- 15.5. Driving, drawing, or propelling any vehicle within the local sports facility is strictly limited to designated areas and times specified by the by-laws or notices displayed at the entrance.
 - 15.5.1 Exceptions are made for wheelchairs, whether propelled by electrical power or not, or perambulators propelled by hand, which are solely used for the conveyance of an invalid or a child.
- 15.6. Vehicles must adhere to the speed limits indicated by notices displayed within the local sports facility.
- 15.7. The selling, hawking, advertising, placement of advertisements, offering or exposing articles for sale or hire, or distribution of pamphlets, books, handbills, or other written or printed matter within the local sports facility requires prior written permission from an authorised official.
- 15.8. Tampering with or interfering in any way with the action or function of locks, cocks, taps, valves, pipes, appliances, or machines within the local sports facility is strictly prohibited.
- 15.9. Any actions that may endanger the safety of others, constitute a nuisance, obstruction, or annoyance to members of the public, either inside or outside the local sports facility, are strictly prohibited.

16. SALE OF FOOD AND REFRESHMENTS

- 16.1. No individual is allowed to prepare or sell food or refreshments within a local sports facility or in its immediate vicinity without prior written permission. This permission is subject to compliance with any other applicable laws.
- 16.2. The sale of food and refreshments will be limited to designated areas.
- 16.3. Permission to sell food or refreshments is subject to the municipality's procurement processes for appointing service providers.

17. FILMING AND PHOTOGRAPHS

- 17.1. The filming or taking of photographs for reward or anticipated profit within a local sports facility is also prohibited without the prior written permission of an authorised official.
- 17.2. If commercial material or documentaries are to be filmed, written permission must be obtained from the council, and a prescribed fee may be applicable.
- 17.3. Permission to film and take photographs is subject to the municipality's procurement processes for appointing service providers.

18. ANIMALS

- 18.1. Unless stated otherwise, no dog or other pet, except a guide dog accompanying a blind person, may be brought onto any facility mentioned in the by-laws without prior written permission from an authorised official or council employee responsible for the specific facility.
- 18.2. However, permission, as mentioned in subsection (18.1), cannot be granted for the following instances:
 - 18.2.1.any area inside or occupied by a building or structure
 - 18.2.2.premises of any swimming pool, or
 - 18.2.3.any area where a notice is displayed by the council prohibiting the presence of dogs or other pets.
- 18.3. If permission is granted for a dog under subsection (1), the dog must always be on a leash and under the control of its owner or the person in charge while on the premises.
- 18.4. Any waste left by a dog on the premises mentioned in this section must be immediately removed by the owner or person in charge and either deposited in a waste receptacle provided by the council or removed from the premises.

19. HEALTH AND SANITATION

Any person suffering from or in quarantine for an infectious or contagious disease is prohibited from entering or seeking admission to any local sports facility.

20. SPORTS ADVISORY FORUM

- 20.1. The council has the authority to establish a sports forum or sports council to assist and advise in managing its local sports facilities. Sports representatives and members of groups may be elected to serve on this body.
- 20.2. These regulations ensure the proper management and control of local sports facilities while protecting the interests of all parties involved.

21. OFFENCES AND PENALTIES

- 21.1. Any individual who contravenes or fails to comply with any provision of this by-law;
- 21.2. fails to comply with any notice issued or displayed under this by-law;

- 21.3. fails to comply with any lawful instruction given under this by-law or
- 21.4. obstructs or hinders any authorised official, other official, or representative of the council in the execution of their duties under these by-laws, is deemed to have committed an offence. Upon conviction, they may be subject to a fine of R 1000 or imprisonment for a period not exceeding 12 months in default of payment. In the case of a continuing offence, an additional fine as determined by the council may be imposed, or in default of payment, imprisonment for one day for each day the offence continues after the council has issued a written notice requiring its discontinuance. For a second or subsequent offence, the individual may be liable, upon conviction, to a fine of R 1000 or imprisonment for a period not exceeding 12 months in default of payment.
- 21.5. Any tenant or lessee who contravenes their rental agreement or contract of lease is not only bound by the remedies as per their rental agreement or lease agreement and subject to the by-laws, the municipality reserves the right to:
- 21.5.1. issue a fine of R 1000.
 - 21.5.2. sue for any damages that may have been incurred as a result of the conduct of the tenant.
 - 21.5.3. terminate the contract.

22. TITLE AND COMMENCEMENT

This By-law is referred to as the Culture, Sports, and Recreation By-law and takes effect on the date it is published in the *Provincial Gazette*.


12/02/2015