



PROVINCE OF THE EASTERN CAPE  
IPHONDO LEMPUMA KOLONI  
PROVINSIE OOS-KAAP

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29 November 2021  
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DEPARTMENT OF HEALTH

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**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS****PROVINCIAL NOTICE 177 OF 2021****LOCAL AUTHORITY NOTICE 127 OF 2018****Buffalo City Metropolitan Municipality (EASTERN CAPE)**

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013) and the Buffalo City Metropolitan Municipality Spatial Planning and Land Use Management By-Law (2016).

**RE: ERF 2621 EAST LONDON (90 GREEN POINT ROAD, BUFFALO FLATS)**

Under Section 47 of the Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013) read with Section 59 of the Buffalo City Metropolitan Municipal Spatial Planning & Land Use Management Bylaw of 2016 and upon instructions of the Local Authority a notice is hereby given that condition D. (g) found in Deed of Transfer No. T7177/2018, pertaining to Erf 2621 East London is hereby removed.

**PROVINCIAL NOTICE 178 OF 2021****Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)**

**ERF 2354, BETHELSDORP, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions D(a)(i) and D(b) in deed of Transfer No. T29000/1973 applicable to Erf 10458, Uitenhage is hereby amended.

## PROVINCIAL NOTICE 179 OF 2021

**BUFFALO CITY METROPOLITAN MUNICIPALITY****REMOVAL OF RESTRICTIVE CONDITIONS OF TITLE DEED**  
**EASTERN CAPE PROVINCIAL NOTICE OF 2021**

Upon instruction by the Local Authority, a notice is hereby given that ***Restrictive Conditions C (3)(a)&(b) of Deed of Transfer No. T1271/1980*** applicable to Erf 11543, East London: 21 Beresford Road, Stirling are hereby removed.

The removal of the above conditions has been approved in terms of Section 47 of the Spatial Planning & Land Use Management Act 16 of 2013 read with section 59 of the Buffalo City Metropolitan Municipality Spatial Planning & Land Use Management By-Laws, 2016.

## PROVINCIAL NOTICE 180 OF 2021

**SPLUMA, ACT 16 OF 2013:****ERF 11638 EAST LONDON:****REMOVAL OF RESTRICTIONS****Buffalo City Metropolitan Municipality (Eastern Cape)**

In terms of Section 47(1) of the Spatial Planning and Land Use Management Act Number 16 of 2013, read with Section 59 of the Buffalo City Metropolitan Municipal Spatial Planning and Land Use Management Bylaw of 2016, approval is hereby granted for the removal of restrictive title conditions C.2.A (c and d) found in Deed of Transfer T5401/2020 pertaining to Erf 11638 East London.

**PROVINCIAL NOTICE 181 OF 2021****Nelson Mandela Bay Metropolitan Municipality (Eastern Cape)**

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

**ERF 2031, NEWTON PARK, PORT ELIZABETH, EASTERN CAPE**

Approval is granted under Section 47(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions B.(2), (3), (5), (6), (7) as contained in the Title Deed of Transfer T35531/2004 and any subsequent Deed applicable to Erf 2031, Newton Park are hereby removed.

**PROVINCIAL NOTICE 182 OF 2021****Nelson Mandela Bay Metropolitan Municipality (Eastern Cape)**

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

**ERF 303, CLARENDON MARINE , PORT ELIZABETH, EASTERN CAPE**

Approval is granted under Section 47(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions 7(a) and (b) as contained in the Title Deed of Transfer T41785/1992 and any subsequent Deed applicable to Erf 303, Clarendon Marine are hereby removed.

**PROVINCIAL NOTICE 183 OF 2021**

**Buffalo City Metropolitan Municipality**  
East London | Bhisho | King William's Town  
Province of the Eastern Cape  
South Africa

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METROPOLITAN MUNICIPALITY**

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# **BY-LAW ON ARTS, CULTURE AND HERITAGE FACILITIES**

The Buffalo City Metropolitan Municipality enacts a By-Law on the Arts, Culture and Heritage Facilities in terms of Section 156 (2) of the Constitution of the Republic of South Africa Act, 108 of 1996, read together with Section 11 of the Local Government: Municipal Systems 32 of 2000; as follows:

## **1. PREAMBLE**

**WHEREAS** the Council of the Buffalo City Metropolitan Municipality is vested with legislative authority in terms of the Constitution of the Republic of South Africa, of 1996;

**AND WHEREAS** the Council of the Buffalo City Metropolitan Municipality in the exercise of its functions has the right to provide for the control and protection of its Arts, Culture and Heritage Facilities;

**NOW THEREFORE** it is enacted by the Council as follows:

## **2. PURPOSE OF THE BY-LAW**

The purpose of this by-law is to provide for the use and regulation of Museums, Civic Theatres as well as Art Galleries and Community Art Centres, within the municipal area of the Buffalo City Metropolitan Municipality and to provide for matters incidental thereto.

## **3. DEFINITIONS**

**3.1 “Art Gallery”** means a space or a venue for the display or sale of works of art,

**3.2 “Works of Art”** means an expression or application of creative skill and imagination especially through a visual medium such as sculpture painting, graphics, photography, multi-media, and any other visual medium such as crafts and ceramics,

**3.3 “Community Art Centres”** are facilities that offer community opportunities for informal and formal education and training,

**3.4 “Culture”** means art or other manifestation of human intellectual

**3.5 “Heritage”** means property that may be inherited,

**3.6 “Council”** means the Council of the Buffalo City Metropolitan Municipality, as established in terms of Section 18 of the Local Government: Municipal Structures Act, 117 of 1998, and includes any employee of the Council exercising powers or performing duties or functions delegated to him or her by the Council.

## **4. COMPOSITION OF ARTS, CULTURE AND HERITAGE FACILITIES BY-LAW**

The above By-Law is composed by the following sub by-laws

**4.1** Art Gallery By-law

**4.2** Community Art Centres By-law

**4.3** Museum By-law

**4.4** Civic Theatres By-law

### **4.1 ART GALLERIES BY-LAW**

An Art Gallery is defined as a space or venue for the display or sale of works of art. A Gallery should afford young upcoming as well as established artists, exhibiting, the opportunity for exposure to the public and art, connoisseurs. Works of art is defined as the expression or application of creative skill and imagination, especially through a visual medium such as sculpture, painting, graphics, photography, multi media and any other visual art medium such as crafts and ceramics.

#### **4.1.1 Bookings and Payments**

4.1.1.1 Bookings to hire the Art Gallery including Workshop areas should be made a minimum of 30 days, and a maximum of 6 (six) months prior to the event.

4.1.1.2 Fees due for hire of the spaces and damage deposit must be made within 7 (seven) days, after provisional booking



has been made, otherwise booking will be considered cancelled.

4.1.1.3 The damage deposit is refundable (less the cost of damage incurred if any) within 4 (four) weeks after the conclusion of the event.

4.1.1.4 Hirer only to use facilities as specified in the application form.

4.1.1.5 The hirer may only use the facilities for the purpose indicated on the application form.

#### **4.1.2 Cancellation of Bookings**

4.1.2.1 Hirer will receive 100% of the booking fee made if bookings are cancelled 14 (fourteen) days prior to the event, but will forfeit their booking fee if cancellation is made less than 14 (fourteen) days prior to the event

4.1.2.2 An event may be postponed once, 14 (fourteen) days or more prior to the event subject to the availability of the Art Gallery without forfeiting the booking fee.

#### **4.1.3 Condition of Premises**

4.1.3.1 The facility shall be inspected by the hirer prior to the event and defects should be reported to the delegated official. If the hirer fails to inspect the premises or report any defects found, it shall be deemed that everything in the premises was in a proper state of repair when the hirer commenced occupation.

4.1.3.2 After the event the facilities must be left in the same condition as they were found.

4.1.3.3 The hirer will be responsible for any loss or damage to the Art Gallery or to its content sustained during the event, however and by whosoever caused.

4.1.3.4 The facilities must be kept in a clean, tidy and sanitary condition after use.

**4.1.4 Setting up of Exhibitions**

- 4.1.4.1 No banners, notices, signs, pamphlets or any other promotional material may be mounted or fixed to the facility without the prior approval of the delegated official. If approved such material must be removed at the end of the hired period, and any damage made good.
- 4.1.4.2 Floral and other decorations may only be placed with the prior approval by the delegated official. Floral arrangements should only be prepared outside the Art Gallery.
- 4.1.4.3 No screws or nails or any other materials may be used on floors, walls, doors, ceilings etc. without the prior approval of the delegated official, and with the clear understanding that any damage so caused will be rectified by the hirer at their cost.
- 4.1.4.4 No work on the electrical fittings of the Art Gallery may be undertaken except with the permission of the delegated official.
- 4.1.4.5 Any additional lighting, electrical appliances or electrical art works may only be used with prior approval by the delegated official.
- 4.1.4.6 No storage in any of the Gallery spaces or Fire escapes at any time.

**4.1.5 Selling of Items**

- 4.1.5.1 The selling of items is the sole responsibility of the Hirer.

**4.1.6 Advertisements, Marketing and Commercial Activities**

- 4.1.6.1 No advertisements or other commercial notices may be placed without the prior approval of the delegated official.
- 4.1.6.2 Marketing of community initiated events are the sole responsibility of the Exhibitor/Hirer.
- 4.1.6.3 Press Releases, radio interviews, posters etc. are subject to the approval of the delegated official.

**4.1.7 Smoking, Open Flames, Heating and Cooking**

- 4.1.7.1 No smoking is permitted inside the Art Gallery
- 4.1.7.2 No open flame is allowed in the Gallery
- 4.1.7.3 Candles must be void of dripping and only used provided that they are in approved candleholders or chandeliers.
- 4.1.7.4 There are no cooking facilities for hire inside the Art Gallery
- 4.1.7.5 No cooking or preparation of food is allowed inside the Art Gallery.

**4.1.8 Safeguarding Displays in the Art Gallery Environment**

- 4.1.8.1 No refreshments or beverages are allowed in display areas, except under supervision of the delegated official
- 4.1.8.2 Permission must be granted by the delegated official of all entertainment, playing of music and/or sound
- 4.1.8.3 No photographing of Artworks is allowed except by the prior permission of the Artist.

**4.1.9 Security and Protocol**

- 4.1.9.1 Restricted areas are prohibited.

**4.1.10 Miscellaneous**

- 4.1.10.1 The Council shall not be liable for any loss, theft or damage of any items kept in the hired premises by the hirer or anyone else connected to the hirer's business.
- 4.1.10.2 The Council shall not be responsible for any loss suffered by the hirer due to the interruption in the supply of water, or electricity or failure of any electrical installations, machinery, appliances or equipment.
- 4.1.10.3 Only Art related functions and activities will be held in an Art Gallery.
- 4.1.10.4 Council reserves the right to dispose of any material that is left unattended for a period of 3 (three) months unless necessary arrangements have been made with the delegated official.

**4.1.11 Free Use of the Facility for Art Related Events**

4.1.11.1 Free use of the facilities will be applicable in respect of written applications for the following events:

- official functions, meetings or activities of the Council; subject to the availability of facilities;
- official Functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities; and
- other functions, meeting or activities at the discretion of the Executive Director Sport, Recreation, Arts and Culture; subject to the availability of the facilities.

4.1.11.2 Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the bylaws.

**4.2 COMMUNITY ART CENTRES BY-LAW****4.2.1 General**

4.2.1.1 Community Art Centres are facilities that offer the Community opportunities for informal and formal arts education and training: participation in cultural activities and access to resources for artistic and economic empowerment: while this community is significantly represented and influential in its own governance management

**4.2.1.2** Community Art Centres will be made available for regular use for artists, art practitioners, groups and institutions within the following categories:

- Centre Group Bookings: Arts and Culture Groups affiliated to the Community Art Centre with a 50% discount on all promulgated tariffs; and
- Adhoc Bookings as per promulgated tariffs.

4.2.1.3 The Council reserves the right to let facilities at Community Art Centres

- 4.2.1.4 The Community Art Centres will only be made available for Arts, Culture and Heritage functions and activities and no public meetings, parties, weddings or funeral services will be allowed in any of the Community Art Centres.
- 4.2.1.5 No equipment will be let to the public for private use outside the Art Centre. Specialized Arts equipment may be booked by Cultural groups, individuals and organizations per tariff structure and as approved for use inside the Community Art Centre.
- 4.2.1.6 Facilities may not be used after 23:30 should the hirer fail to adhere to this rule a penalty tariff as promulgated will be levied against the hirer.
- 4.2.1.7 The delegated official in charge may for valid and substantial reasons allow changes of booking dates without forfeiture of moneys paid, where neither the Council or another hirer is prejudiced, provided that the delegated official in charge shall be informed in writing not later than 21 (twentyone) days prior to the date upon which the booking commences.

#### **4.2.2 Adhoc Bookings**

- 4.2.2.1 In the event of any special requirements prior to or upon completion of a function, activity or event (e.g. erection or dismantling of structures, props etc.) which will require additional occupation of the facility, the Hirer will be expected to book the facility a day prior to the date of function and a day after
- 4.2.2.2 All applications for the hire of facilities shall be made in writing on the prescribed form, not less than 14 (fourteen) days prior to the event, and no booking is confirmed before payment is made not less than 7 (seven) days prior to the event.
- 4.2.2.3 The person (18 years or older) signing the application form shall furnish proof in the form of an ID document that he/she is capable of contracting with the Council and

where such form is signed on behalf of a natural person and/or legal person, the required power of attorney to act on behalf of such person must accompany the application.

**4.2.2.4** The hirer shall be liable to comply with the By-laws and for any damage that the Council may suffer during the hiring period.

**4.2.2.5** Operating Hours:

- Hirer has access to the facility for an adhoc booking from Monday to Sunday from: 08:00 - 23:30; and
- The Main Auditorium can not be made available for two or more groups on the same day.

**4.2.2.6** The Hirer will only be permitted to sell alcoholic drinks upon producing an approved Liquor License.

**4.2.3 Centre Group Bookings**

**4.2.3.1** The Centre Group must enter into a contract for the regular use of the Art Centre as stipulated per tariff structure for the hire of facilities.

**4.2.3.2** Centre Groups will be invoiced at the end of each month. Payment to be made within 7 (seven) days of receiving invoice.

**4.2.3.3** Operating Hours:

- The Hirer has access to the Community Art Centre for a Centre Group Booking from Monday - Friday from 10:00 - 21:00 and on Saturday from 08:00 - 13:00 (only under extreme circumstances as arranged with the delegated official
- All affiliated Centre Group Bookings are to be paid in advance applicable to the Multipurpose Hall and other work rooms.
- The delegated official in conjunction with the Community Art Centre Management Committee will allocate spaces available for Centre Group Bookings.
- The Main Auditorium will be available to the Centre Groups for use on condition that there is no adhoc booking.

#### **4.2.4 Liability**

The Council is under no circumstances liable or responsible for:

- 4.2.4.1 any damage or loss suffered by any person as a result of any defect in any appliance/equipment or as a result of any deficiency or interruption of the power or water supply to the Community Art Centre.
- 4.2.4.2 any damage or loss of any property, or goods of whatever nature which belongs to the Hirer.
- 4.2.4.3 The Hirer and any other person enters the property of the Council at own risk and the Council does not accept liability in respect of death or injury of any nature.

#### **4.2.5 Responsibility of the Hirer for Damage to Property of Council**

- 4.2.5.1 The Hirer shall be responsible for any breakage and/or other damage of whatever nature to the hall, furniture, fittings, arts equipment or any other property of the Council that may occur during the period of hire.
- 4.2.5.2 Should the Hirer find any property of the Council to be defective before any event, the hirer shall point out such defect to the delegated official before using such item, failing which everything shall be deemed to be in proper working order.

#### **4.2.6 Right of Admission and Conduct during Functions**

- 4.2.6.1 The Hirer is hereby given the right to reserve admission to the Community Art Centre venue hired by him/her and is held responsible for the due observance of the following conditions:
  - No person shall be admitted to the venue or having gained admission be permitted to remain therein, who is causing a disturbance or seems to be intoxicated.

- No person shall be permitted to dance in dance halls with synthetic floors unless appropriate shoes are worn, and no substance of any kind should be used so as to not damage the flooring.
- No overcrowding shall take place, and the number of persons allowed in the facility shall be limited to the seating accommodation available. No person shall be allowed to congregate in the passages, aisles or doorways leading to such hall. When the available seating accommodation has been occupied, the Hirer shall prevent the admittance of any persons in excess of such seating capacity.
- All requirements as prescribed by the Council relating to the carrying of firearms.
- Nobody is allowed to enter prohibited or restricted areas as designated within the various facilities.
- The Hirer to adhere to the Public Gatherings Act.

4.2.6.2 The delegated official of the Council will be entitled at all times to enter the art facility hired in terms of these by-laws.

**4.2.7 Stipulations regarding Conduct within Facilities**

No Person shall —

- 4.2.7.1 display any mural decoration of any description or any interior or exterior decoration, flags, banners, emblems, posters or notices or similar articles in or on any of a hall/space except if prior permission has been granted.
- 4.2.7.2 display posters or similar advertisements at the entrance to a hall except on the display boards or any other surfaces provided by the Council for these purposes.
- 4.2.7.3 affix any screw or nails in or on any property of a hall/space. Permission should be granted by the delegated official for use of adhesives.
- 4.2.7.4 use candles, lanterns unless prior permission has been granted by the delegated official.



- 4.2.7.5 install temporary fountains, decorations, displays at any restricted area and only at designated areas with prior permission by the delegated official.
- 4.2.7.6 affix labels or tags that may mark, damage or stain equipment.
- 4.2.7.7 use bicycles, motorcycles, skateboards, roller skates or heelies in any hall or other surrounding areas of the facility.
- 4.2.7.8 smoke in any venue.
- 4.2.7.9 use smoke machines at art facilities unless it is used at the Main Auditorium and under the control and supervision of a qualified Stage Manager or other qualified theatre technician.
- 4.2.7.10 put any decorations, furniture, fittings, apparatus, equipment or property of any nature on stage without the consent of the delegated official.

#### **4.2.3 Vacating Hall**

- 4.2.3.1 The Hirer and all functionrelated users (e.g. caterers, guests, and musicians) must vacate the premises not later than the specified hour. If for any reason the Hirer exceeds the time period, the hirer will be evicted and a penalty tariff will be charged.

- 4.2.3.2 All equipment and functionrelated movable objects (e.g. liquor, decorations, etc) must be removed from the premises on the last day of the performance. Upon failure to comply with this stipulation all equipment will be disposed off by the Council, and the Council does not accept responsibility for the loss and damage thereof.

#### **4.2.4 Property of the Council**

- 4.2.4.1 No furniture or articles whatsoever belonging to the Council, shall be taken out of the Art Centre Venue used by the hirer.
- 4.2.4.2 Under no circumstances and without the explicit consent of the Council, shall pianos and organs or any

other specialized art equipment be removed from it's existing space.

#### **4.2.5 Inspection of the Hall and other Hired Equipment**

- 4.2.5.1 After every event, the Hirer shall inspect the hall and/or equipment hired to ascertain whether any damage has been caused. In the event of failure to complete this post function inspection with the delegated official, the inspection report of the delegated official will be accepted as true and just.

#### **4.2.6 Admission of Public and Selling of Tickets**

- 4.2.6.1 The Hirer shall be responsible for all arrangements in connection with admission of the public to the theatre hall and other art venues.

#### **4.2.7 Electrical Lighting and Cooking Apparatus**

- 4.2.7.1 Basic Electric, lighting and PA system in the venue will be controlled by the hirer or other delegated official.
- 4.2.7.2 Specialized equipment can only be used by a qualified Lighting and Sound Technician.
- 4.2.7.3 Food may only be cooked and/or prepared in designated areas/rooms as specified by the delegated official.

#### **4.2.8 Provision for Regulation of Public Shows**

- 4.2.8.1 In the event that any production, film, slides, video show or presentation is indecent in the opinion of the Council, such production, presentation, film, slide or video show shall be prohibited and the booking contract with the Hirer terminated. The Council shall not be liable for any loss or damage as a result thereof.
- 4.2.8.2 Should the Hirer use any venue for a film show or slide show he shall appoint qualified/skilled operators at his own cost.

#### **4.2.9 Compliance with By-laws**

4.2.9.1 The Hirer shall comply with the provisions of any legislation or by-laws which may be applicable to the Theatre, including its use, and he shall not permit any contravention thereof.

4.2.9.2 If the hirer, in the opinion of the delegated official in charge, contravenes or permits any other person to contravene any provisions of these bylaws or any other act or bylaw applicable to the Theatre on purpose, the delegated official in charge shall have the right to cancel the hire of the Theatre at any time and no compensation shall be payable by the Council for any loss sustained by the Hirer or any other person, and no refund of any charges, deposits or other amounts paid shall be made to the Hirer by the Council as a result of such cancellation.

#### **4.2.10 Copyright**

4.2.10.1 The Hirer shall be responsible to obtain prior permission which is lawfully required of the owner of any musical work for the performance thereof in any form. The Council may demand proof thereof prior to the performance or exhibition, and failure by the Hirer to produce such proof shall entitle the Council, to cancel the hire of facility and the Council shall not be liable to pay back any rent received in advance.

4.2.10.2 The Hirer indemnifies the Council for any claim arising out of damages and costs (including costs between attorney and client) which, any agent employee may institute against the Council as a result of an infringement by the Hirer, whilst using the Community Arts Centre Facility, of the copyright in any form of any person or company and in the performing (including external advertisement and broadcasting) of any performance, work or act therein.

**4.2.10.3** The filming, recording or photographing of a performance is prohibited unless prior permission is granted by the producer.

**4.2.10.4** Upon the completion of a performance, the Hirer shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:

- Title of performed work;
- Number of times performed
- Description
- Author
- Composer
- Arranger
- Publisher

#### **4.2.11 Protection against Fire Accidents**

**4.2.11.1** No Hirer shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the theatre or other venues, passage or corridor allowing entrance thereto.

**4.2.11.2** The Hirer or his employee or agent shall not bring, keep or use any fireworks, loaded firearm, petrol, benzene, alcoholic or any other flammable liquid or substance whatsoever, nor take or permit any action in the facilities which may increase the fire risk.

**4.2.11.3** The Hirer shall at all time exercise proper control over the handling and use of electrical appliances and equipment and shall take all precautions to prevent or minimize the danger or loss or damage through fire.

**4.2.12 Penalty Clause**

4.2.12.1 Any person, contravening any provision of these By-laws shall be guilty of an offence and shall be evicted and banned from using the facilities again.

**4.2.13 Utilisation of Community Art Centre for Other Purposes**

4.2.13.1 Only by resolution of Council may the Community Art Centre be hired out for any other purposes.

**4.2.14 Free Use**

4.2.14.1 Free use of the facilities will be applicable in respect of written applications for the following events

- Official functions, meetings or activities of the Council; subject to the availability of facilities
- Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities
- Other functions, meeting or activities at the discretion of the Executive Director: Sport, Recreation, Arts and Culture; subject to the availability of the facilities

4.2.14.2 Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

**4.3 MUSEUMS BY-LAW**

- The Municipality Museum complies with ICOM (International Council of Museums Code of Professional Ethics 1986) and Code of Ethics of SAMA (South African Museums Association) and is a non profit making institution in the service of community and its development.
- The Museum is open to the public for purposes of study, education and enjoyment and the Museum acquires, conserves, researches, communicates and exhibits cultural historical materials and objects as evidence of man and its environment.
- The Museum collection consists out of artefacts, textiles, archival material, photographs, books and works of art.

- The Museum is governed by an approved Museum Policy, the National Heritage Resources Act, No. 25 of 1999 and all other applicable National, Provincial and Local Government Legislation.

#### **4.3.1 Facilities**

##### **4.3.1.1 Hiring of Museum Lecture Room and Kitchen Area**

- The lecture room and kitchen area are available for hire from Monday - Saturday (and in exceptional cases on a Sunday and Public Holiday) at a tariff as determined by Council.
- The Council reserves the right to hire the lecture room and the kitchen area at the Museum for Arts, Culture and Heritage related events.
- The lecture room and kitchen area are available for use from 09:00 - 16:00 and from 16:00 - 23:30, and bookings can only be made on weekdays from 09:00 - 15:00.
- All applications to hire the lecture room and kitchen area shall be made in writing on the prescribed form, not less than 14 (fourteen) days prior to the booking.
- A damage deposit as determined by Council is payable with each booking as determined in the By-laws. The deposit shall be refunded if to the satisfaction of Council no damage or loss is experienced.
- The booking fee is payable to confirm a booking, and the delegated official has the right to cancel the event if the fees are not paid in full at least 7 (seven) days prior to the event.
- The hirer may only use the lecture room and kitchen area for the purpose indicated on the application form.

##### **4.3.1.2 Cancellation of Bookings:**

- Hirer will be refunded 100 % of booking fee if bookings are cancelled 7 (seven) days or more prior to the event. But will forfeit their booking fee if cancellation is made 3 (three) days or less prior to the event

- An event can be postponed once, at least 5 (five) days prior to the event if acceptable to the delegated official without forfeiting the booking fee.

#### **4.3.1.3 Conditions of Premises**

- The hirer shall inspect the lecture room and kitchen area before use and all defects shall be noted and reported to the delegated official. It shall be deemed that everything in the premises was in proper state of repair when the hirer commenced occupation.
- The hirer shall be liable for any loss or damage to the lecture room and kitchen area or to their contents sustained during the event.
- The facilities must be left in the same condition as they were found prior to the event.
- The facility must be left in a clean, tidy and sanitary condition after use.
- The Council does not accept responsibility for any equipment introduced into the lecture room or kitchen area.
- Equipment belonging to the hirer must be removed immediately after the event, and Council reserves the right to dispose of any material left unattended for a period of 3 (three) months or longer.

#### **4.3.1.4 Free Use of Lecture Room and Kitchen Area:**

- Free use of the Museum lecture room and kitchen area will be applicable in respect of a written application for the following:
  - (i) Official functions, meeting or activities of the Council, subject to the availability of the facility;
  - (ii) Official functions, meetings and activities of the National and Provincial Government, subject to the availability of the facility; and

(iii) All other functions at the discretion of the Executive Director: Sport, Recreation, Arts and Culture; subject to the availability of the facility.

- Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

#### **4.3.1.5 Museum Collections**

- Museum collection acquisitions, loans and disposals are guided by the general guidelines as described in section A.12, A.12.6 and A.13 Acquisition to Museum Collections; see Code of Ethics of SAMA

#### **4.3.1.6 Documentation**

- The Museum collections are documented according to museological standards, see Code of Ethics, SAMA, par. B.2.4.

#### **4.3.1.7 Research**

- Museum research is guided by the Code of Ethics, SAMA, Par. A.12.3.

#### **4.3.1.8 Conservation**

- The conservation of tangible and intangible heritage assets are guided by, the Code of Ethics, SAMA Par. B.2.3 and National Heritage Resources Act.

#### **4.3.1.9 Education**

- The Educational fund of the Museum is to render a service to the community by contributing to Community Development, Cultural Awareness and appreciation of history and heritage and to reflect



the museums mission and aims. (see Code of Ethics, SAMA Par. A.6 and 8)

#### **4.4 CIVIC THEATRE BY-LAW**

##### **4.4.1 Hire of the Theatre**

###### **4.4.1.1 Booking and Payment of Rental**

- Application for the hire of any part(s) of the Theatre can be made in person, electronically or by telephone as per approved form as attached Annexure 'A' to be used where after written approval shall be given by the delegated official in charge.
- Confirmation of the hire of the Theatre or any part thereof will only be issued after payment of the prescribed tariff has been made. No public announcements shall be made prior to the written confirmation of such booking.
- No bookings shall be made more than 6 (six) months in advance and not less than 21 (twenty-one) days prior to the function.
- Should the hirer cancel the booking less than 21 (twenty-one) days or not use the Theatre as initially requested the hirer will forfeit any prescribed deposits.
- The delegated official in charge may for valid and substantial reasons, allow changes of booking dates without forfeiture of monies paid, where neither the Council nor another hirer is prejudiced, provided that the delegated official in charge shall be informed in writing not later than 21 (twenty-one) days prior to the date upon which the rental commences.

##### **4.4.2 Standby Duty by Fire Brigade**

- Where, in the opinion of the Chief Fire Officer of the Council, the nature of a function or assemblance, demands the presence of a fireman or firemen, such presence shall be obligatory and the charges thereto as by payable by the hirer.
- The stipulations of the By-laws, relating to Fire Brigade Services as published by Administrator's notice 1771 of 23 December 1981

as well as the stipulations of the Fire Brigade Services Act. No. 99 of 1987, as amended, and other legislation as introduced shall mutatis mutandis be applicable to the Theatre.

#### **4.4.3 Right to Cancel Bookings**

4.4.3.1 The delegated official in charge may cancel any booking hiring on the following grounds:

- (i) if the advertised programme contains material which could breach any copyright;
- (ii) if the programme contains material that indicates that the production should be banned by an Authority Body for the Performing Arts in South Africa.
- (iii) In the interest of law and order.
- (iv) In the interest of public safety or the safeguarding of the Theatre buildings.

4.4.3.2 In the event of the termination of the hire in terms of subsection 4.4.3.1 (i, ii, iii and iv) the Council shall compensate the hirer the full amount, excluding interest already paid in respect of the hire, or, if such cancellation takes place after the commencement of the terms of hiring, a proportionate amount thereof, but the Council will not be liable to pay any damages as a result of such cancellation to the hirer or any other party.

#### **4.4.4 Extent of Hire and Provisions in Connection Therewith**

##### **4.4.4.1 Right of Admission**

- The number of persons admitted to the Theatre shall be limited to the number of seats available.
- The cast or the production should not exceed 200 persons at a time within the premises.

##### **4.4.4.2 Admission of Public and Sale of Tickets**

- The Hirer is responsible for all prior arrangements in connection with tickets, programmes and publicity.
- All arrangements in connection with the admission of the public to the Theatre, control of admission, ushering to seats as well as the sale of refreshments, shall be controlled by the delegated official in charge.
- The Hirer shall use the prescribed tickets of the Theatre which are available at a cost determined by Council from time to time.
- A charge as determined in the Tariff Structure (Annexure B) shall be levied on all tickets and programmes sales handled by the Theatre.

##### **4.4.4.3 Hours and Days of Availability of Theatre**

- The Hirer shall, after payment of the prescribed charges and after the hire of the Theatre has been approved, be entitled to the following:
- The Theatre, amphitheatre or cellar are available at prescribed tariffs and after the bookings is approved on the following times:

Monday - Saturday 10:00 - 23:30

Sunday and public Holidays

(under extreme circumstances) 10:00 - 23:30

**4.4.4.4 Electrical Appliances and Lighting**

- Only the delegated official in charge is authorised and permitted to operate the electrical equipment in the Theatre. The Hirer is liable for the payment of any services rendered by the Council's authorised officials. (Tariffs for Direct Costs Annexure "B")
- The delegated official in charge shall be responsible for the switching on, prior to the performance, and the switching off, after the performance, of all lights, air conditioning installations and the electricity in the Theatre.

**4.4.4.5 Furniture and Equipment**

- Furniture and equipment belonging to the Theatre shall under no circumstances be removed from or moved from one part of the Theatre to another without prior permission of the delegated official in charge. Chairs, benches and tables shall under no circumstances be brought into the Theatre except for use on the stage during a performance. The delegated official in charge may prohibit the use of any substance or appliance or stage props which may cause damage to the Theatre.
- No alterations may be effected to the stage, stage curtains, loose equipment or other fittings without the prior permission of the delegated official in charge.
- That the stage, public address system/lighting and professional services of the Theatre be made available to other Departments of Council at a promulgated fee.

**4.4.4.6 Display of Advertisement Boards and/or Decorations**

- No advertisement posters, notices, decorations, flags or other displays shall be permitted without the prior written consent of the delegated official in charge.

- No interior decorations whatsoever may be affixed to the floor, walls or ceiling of any part of the Theatre without the consent of the delegated official in charge.
- No nails, drawing pins, staples or screws shall be affixed to the walls or mountings of the Theatre, and no materials shall be attached thereto with adhesive tape without the consent of the delegated official in charge.

#### **4.4.4.7 Banning of Alcoholic Beverages and Drugs**

- The hirer shall not bring or allow any other person to bring any alcoholic beverages or drugs of any sort into the Theatre
- The hirer shall not sell any refreshments, sweets, chocolates, cigarettes, cigars or tobacco to the public.
- No intoxicating liquor or other liquid refreshments of any nature shall be brought into the Theatre for consumption backstage or in dressing rooms, without the prior consent of the delegated official in charge.

#### **4.4.4.8 Limitation of Social Function**

- No social function shall be held in any part of the Theatre after a performance without the permission of the delegated official in charge.

#### **4.4.4.9 Removal of Hirer's Property from Theatre Premises and Inspection of Damages**

- The Hirer shall remove from the premises all the property under his control, on the last night of the production, except where the delegated official in charge has granted an extension to a later specified time.

- The Theatre shall be inspected by the delegated official and the Hirer at a specific hour on the day succeeding the expiry of the hirer to ascertain any possible damage.

#### **4.4.4.10 Protection against Fire Accident of Other**

- No Hirer shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the Theatre or any passage or corridor allowing entrance thereto.
- The Hirer or his employee or agent shall not bring, keep or use fireworks, loaded firearms, petrol, benzene, alcohol, gas or any other flammable liquid or substance whatsoever, nor take or permit any action in the Theatre which may increase the fire risk.
- The Hirer shall at all times exercise proper control as mandated by the delegated official over the handling and use of electrical appliances and equipment and shall take all precautions to prevent or minimise the danger of loss or damage through fire.

#### **4.4.4.11 Liability of Hirer to Comply with Legislation and Municipal By-Laws**

- The Hirer shall comply with the provisions of any legislation or bylaws which may be applicable to the Theatre, including its use, and he shall not permit any contravention thereof.
- If the hirer, in the opinion of the delegated official in charge, contravenes or permits any other person to contravene any provisions of these bylaws or any other act or bylaw applicable to the Theatre on purpose, the delegated official in charge shall have the right to cancel the hire of the Theatre at any time and no compensation shall be payable by the Council for any loss sustained by the Hirer or any other person, and no refund of any charges, deposits or other amounts paid shall be made to the Hirer by the Council as a result of such cancellation.

**4.4.4.12 Liability of Hirer for Damage to Council Property**

- The Hirer shall be solely responsible for, and shall make good immediately any losses which may be sustained by the Council due to damage of any description whatsoever to the Theatre, its furniture, fixtures, appliances, curtains, scenery, theatrical properties or to the property of the Theatre in general, if such damage occurred during the period of hiring and was not attributable to the negligence of the Theatre or its officials.
- It shall be assumed that the Theatre was handed over to the Hirer in good order and condition and free from any defect, unless the hirer informs the delegated official in charge of such defect prior to the commencement of the production. The Theatre shall be handed over to the delegated official in charge in the same good and proper condition as received, and the Hirer shall compensate the Council for any movable property or equipment lost or damaged.
- The Hirer shall not be liable for any damage caused in or to the Theatre by any person present therein as a bona fide patron during a stage presentation

**4.4.4.13 Liability for Loss, Accidents or Use of Faults in Lighting Installations or Equipment**

- The Council accepts no responsibility or liability whatsoever for any loss or damage which may be sustained by the Hirer, or any person or persons acting with or on behalf of the hirer, or attending the Theatre, or invitees of the Hirer, or for any person associated with or employed by the Hirer as a result of fire, theft, bodily injury or any cause whatsoever.
- The Hirer shall accept sole liability in respect of any claims as contemplated above.
- The Hirer shall take out insurance for own equipment and of this shall indemnify the Theatre against any claim, loss or damage which may result directly from the use of the Theatre.

- The Theatre accepts no responsibility whatsoever for any inconvenience caused or loss sustained due to any failure or defect in the sound or lighting arrangements or any interruption in the electricity, air conditioning or water supply services, nor for any accident caused by the operation of the said services or defects in any other machine or equipment in the Theatre.
- The Theatre accepts no responsibility or liability whatsoever in respect of any damage to or loss of any property, articles or object brought or left on the premises by the Hirer for his use.

#### **4.4.4.14 Film, Slide and Video Shows**

- Should the Theatre be hired for a film, slide, video or any other cinematographic show, the Hirer shall comply with the stipulations of any bylaw or legislation applicable to such show, and shall at his own cost supply any equipment together with qualified operators of such equipment or installation and shall be liable to compensate the Theatre for any damage whatsoever as a result of the use of said equipment or installation.
- In the event that any production, film, slides, video show or presentation is indecent in the opinion of the delegated official in charge, such production, presentation, film, slide or video show shall be prohibited and the agreement with the Hirer terminated. The Theatre shall not be liable for any loss or damage as a result thereof.

#### **4.4.4.15 Amphitheatre**

- The use of electrical equipment situated in the amphitheatre is governed by determinations as set out in article 10. (Tariffs for Hire - Direct Costs - Annexure "B")
- No publicity material or other notifications shall be affixed to the walls, or any other surfaces of the amphitheatre without the prior arrangement with the Council.



- Only authorised officials of the Council may work the electrical distribution boxes.
- All connections to the Theatre electrical outlets shall be certified in terms of applicable regulations.
- The provisions of the By-laws regarding Public Facilities are mutatis mutandis applicable to the amphitheatre.

#### **4.4.4.16 Copyright**

- The Hirer shall be responsible to obtain the prior permission which is lawfully required of the owner of any musical work for the performance thereof in any form.
- The delegated official in charge may demand proof of such permission prior to the performance or exhibition, and failure by the Hirer to produce such proof shall entitle the delegated official in charge, unless such work is immediately withdrawn on its demand from the performance or exhibition, to cancel the hire of the Theatre and the Theatre shall not be liable to pay back any rent received in advance or in another way for the use of the Theatre or be liable for any loss or damage suffered by the Hirer as a result hereof.
- The Hirer indemnities and holds harmless the Theatre for any claim in relation to any interdict, damages or costs.
- Upon the completion of a performance, the Hirer shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:
  - (i) Title of performed work;
  - (ii) Number of times performed
  - (iii) Description
  - (iv) Author
  - (v) Composer
  - (vi) Arranger
  - (vii) Publisher

- The filming, recording or photographing of a performance is prohibited, unless approval by the delegated official and/or production manager is obtained

#### **4.4.4.17 Utilisation of Theatre for other Purposes**

- Only by Resolution of Council, the Council may hire out the Theatre for any other purpose.

#### **4.4.4.18 Penalty Clause**

- A person contravening any provision of these By-laws shall be guilty of an offence and shall be evicted from the premises.

#### **4.4.4.19 Penalty Tariff**

- The Hirer and all function related users must vacate the Theatre not later than the specified hour. If for any reason the Hirer exceeds the time period, the hirer will be evicted and a penalty tariff will be charged

#### **4.4.4.20 Free Use**

- Free use of the facilities will be applicable in respect of written applications for the following events:
  - (i) Official functions, meetings or activities of the Council; subject to the availability of facilities
  - (ii) Other functions, meeting or activities at the discretion of the Executive Director Sport, Recreation, Arts and Culture; subject to the availability of the facilities
  - (iii) All functions related to Local, National and Provincial Governmental level, subject to the availability of the facility

- Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

**Buffalo City Metropolitan Municipality**  
East London | Bhisho | King William's Town  
Province of the Eastern Cape  
South Africa

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## EVENTS BY – LAW

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**EVENTS DRAFT BY-LAW****PREAMBLE**

**Whereas** Buffalo City Metropolitan Municipality may make and administer by-laws for the effective administration of the area for which it was established in terms of section 156 (2) of the Constitution, read together with Section 11 (3) of the Local Government: Municipal Systems Act, 32 of 2000

**WHEREAS** the Buffalo City Municipality recognizes that the hosting of events is a significant part of its significant part of its municipal affairs and acknowledges that events have important role to enhance cultural , social cohesion in communities, urban rejuvenation and economic growth;

**WHEREAS** the Buffalo City Metropolitan aims to regulate holding of events in a manner that ensures proper management thereof;

**WHEREAS** the Buffalo City Metropolitan Municipality wishes to support the co – ordination and collaboration between all role – players, to promote partnerships and to enhance the effect of events in the municipality;

**WHEREAS** the Buffalo City Metropolitan Municipality wants to ensure that events happen safely and securely in a coordinated manner in its jurisdiction;

**WHEREAS** the Buffalo City Metropolitan Municipality wants to provide measures to safeguard the physical well – being and safety of person and property at the events in its jurisdiction

**AND NOW THEREFORE, BE IT ENACTED** by the Buffalo City Metropolitan; as follows:-

**2. DEFINITIONS**

In this By – Law , unless the context otherwise indicates, the following words will have the meanings and indicated below:

**“Authorised official”** Means an official of the municipality authorised to implement or enforce provision of this by –law and/or any other by – law and/ or law, including but not limited to any member of the municipal law enforcement services, municipal police officer, traffic official, a member of the Service as defined in section 1 of the SAPS Act, 1995 ( Act 68 of 1995), a person who has been declared a peace officer under section 334 (1) of the Criminal Procedure Act, 1977 ( Act 51 of 1977);

**“City”** means the Buffalo City Metropolitan established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998)

**“Council”** means the council of Buffalo City Metropolitan Municipality or any structure, political office, councillor or any staff member acting under council’s delegated or sub – delegated authority;

**“Event”** means a public or social occasion which includes-:

- (a) Any sporting, recreational or entertainment event, including live acts;
- (b) any educational, cultural or religious event;
- (c) any business event including marketing, public relations and promotional, or exhibition events;
- (d) any charitable event, including any conference or organizational event,
- (e) any filming which is of such a nature that it may have an impact on a vehicular or pedestrian traffic or may attract crowds;
- (f) any similar event or activity hosted at a stadium, public place, venue or along a route or its precinct, that is planned, has a clear programme , control and accountability, but excludes an event hosted by a private person held in his or her private capacity at a stadium or venue;

**“Event organizer”** means an applicant who submits an application to hold an event in terms of this By – Law whether he/she submits the application for himself or herself or on behalf of another person, body, entity or organization

**“Event Permit Officer”** Means the mean the Municipal manager of BCMM or any other designated municipal official delegated by the MM

**“Law Enforcement Officers”** Means law enforcement officers of BCMM and includes members of the traffic services department

**“Permit”** Means a permit issued for the holding of an event in terms of section 5

**“Public Space”** Means any public land, square, public swimming bath, public resort, public recreation site, zoological, botanical or other public garden, park or hiking trail, including any portion thereof and facility or apparatus therein or thereon, as well as any public open space, public road, road reserve street, lake, dam or river

**“Purpose – built event”** Means a venue correctly zoned, built and suitable for the holding of specific event

**“Stakeholder”** “Means any person, organisation or body who is affected by, or has a role to play in the management or holding of an event

**“Venue”** Means any open space, enclosed or semi – enclosed temporary structure or permanent structure zoned in terms of applicable legislation –

- (a) within which a temporary or permanent structure may be erected, where an event is to be hosted; and
- (b) which, for the purpose of any categorization, designation and certification of an event may consist of-
  - (i) seating for spectators, attendees or an audience; or

- (ii) a field of play or permanent or temporary podium or other area within a venue, reserved for the purposes of hosting an even;

**“Venue owner”** Means any person or legal entity that, will directly or indirectly own, lease, rent, acquire or exercise the powers of an owner or occupier of a venue used for events.

### **3. Interpretation**

- (1) Clause sub-headings shall not be used in the interpretation of this by-law;
- (2) Unless specifically otherwise provided, all listed amounts of fine in this by-law are inclusive of Value Added Tax (VAT);
- (3) Any reference to any legislation is to such legislation (as amended or re-enacted from time to time) as at the promulgation of this by-law.

### **4. Objective**

- (1) The objective of this by-law is to regulate the hosting of events for tourism attraction within the Buffalo City Metropolitan Municipality and to give effect to the implementation of any policy that may be developed in line with this By-law.
- (2) To provide for the management and regulation of events within the area jurisdiction of the Buffalo City Metropolitan Municipality. To provide for the enforcement of this By – Law and to provide matters incidental thereto.

### **5. Scope and Application**

- (1) This by-law shall apply to the entire area under the jurisdiction of the Buffalo City Metropolitan Municipality

### **6. Contents of the by-law**

- 6.1** This By – Law applies to any event held within the area of the Buffalo City Metropolitan Municipality, including events held on both private land public places, provided that where an event is held on private land, subject to any other applicable legislation, it has an impact on the resources of the Municipality and the surrounding community.



**6.2 This By – Law does not apply to –**

- (a) Events of fewer than 200 persons where there is no amplified sound or no temporary structures to be used; and
- (b) public participation or meeting held by ward councillor;
- (c) Small event such family gatherings, held on private property or purpose built venues, subject to any other legislation;
- (d) Funerals and funeral processions, events held at the purpose built venue or the grounds or any school grounds, playground, place of worship, hotel and / or any conference facility, athletic field, arena, auditorium or similar permanent place of assembly when used for events normally held in such venue, provided that this exclusion does not apply to events or parts of events held outside the venue or building, or which by their nature, size or impact are considered outside the normal use parameters for the venue;
- (e) Sport fixtures and events regulated by the Safety at Sports and Recreational Events Act No. 2 of 2010

**6.3 Notwithstanding subsection (2) Event Permit officer or Peace Officer must**

-

(a) When the Events permit officer or a Peace officer finds that this By-Law is, or likely to be, contravened by an event organizer

or

(b) when a stakeholder affected by the impact and risk attached to an events files a complaint with the Event Permit Officer or Peace Officer issue a compliance notice to the event organizer in terms of section 8 and act in terms of this By – law

**6.4 Purpose built venues are excluded from the By – Laws in respect of events normally held in such venues, provided that -**

(a) This exclusion does not apply to events or parts of events held outside the venue or building, or which by their nature, size or impact are considered outside the normal use parameters for the venue;

(b) owner or managers or purpose – built venue must submit an application to the events permit officer for approval of their events programmes which shall be valid for one year.

**6.5 The events Permit Officer may from time to time issue directives regarding specific or special application process of any specific or special event which may vary in respect of the criteria referred to in section 6**

- 6.6 In the event of a conflict between this By – law and any other By – Law or policy of the municipality this by – law shall prevail regarding the management and holding of events

## **7. PERMIT APPLICATION PROCESS, REQUIREMENTS, DECISIONS AND ENFORCEMENT OF THE BY - LAW**

### **7.1 Submission of application for approval to hold or stage events**

- (1) An application to hold or stage an event must be made by the event organizer to the Events Permit Officer and submitted –
- (a) by an applicant who is at least 18 years old;
  - (b) in a form or manner as prescribed by the Events Permit Officer
  - (c) within the prescribed time frames determined by the municipality;
  - (d) by a person or on behalf of a person who possesses the necessary capacity and resources,
  - (e) as set out in the Schedule 1, to the events permit officer
- (2) Application for an event must include all information required as indicated in the prescribed application form and any additional information as may have been requested by the city

The information must include:

- (a) The name and full name details of the individual, entity, organisation or body to be responsible as the event organiser;
- (b) The proposed venue for the event;
- (c) The proposed days and hours of operation for the event;
- (d) Approved land use application ( e.g. temporary use departure ) if required;
- (e) Proof of public liability insurance
- (f) A copy of contract with operator of the venue, unless the operator is the applicant;
- (g) The maximum number of proposed attendees, including staff, to be allowed at the event;
- (h) The proposed security plans for the event including the number of personnel and their qualification;

- (i) The proposed medical and safety plans for the event including the number of personnel and their qualifications;
  - (j) The proposed parking and traffic plans for the event;
  - (k) Applications must be accompanied by proof of payment
  - (l) In the event of failure to submit the required information (referred to in sub-section 2) and proof of payment in terms of subsection 3 an application will not be considered.
- (3) All applications must be accompanied by proof of payment of the applicable fees and deposit payable for the event as provided for in the tariff book.
- (4) In the event of failure to submit the required information referred to in subsection (2) and proof of payment in terms of subsection (3) an application will not be considered in terms of this By – Law and the Events Policy.

## **7.2 REQUIREMENTS & CONDITIONS**

- (1) No person may hold or stage any events without obtaining a permit referred to in section 5 (3) save as is provided for herein
- (2) An application for the events must comply with the provision of this By – law and contain such information as indicated in the prescribed application form as set out in Schedule 2.
- (3) The event organisers cannot advertise the planned event before an application is submitted to the Municipality and the Event Permit Officer has informed the event organiser in writing that the application has been approved in terms of section 5 (1)
- (4) The event Permit Officer must, in terms of the Events Policy depending on the nature of the event, ensure that consultation with relevant stakeholder identified by the Municipality is undertaken by the event organiser.
- (5) The event permit officer must satisfy himself / herself by written documents that adequate public liability insurance cover and appropriate indemnity cover is obtained for an event by the event organiser. Similarly where an activity which may put the public at risk will be involved, proof of appropriate specialized risk insurance, blanket liability or work cover must be provided to the Events Permit Officer by the event's organiser.
- (6) The Municipality shall not be liable for any costs, including any damage or loss, incurred or suffered as a result of an event held in terms of this By – law.

- (7) The council must, as part of its budget process in terms of the Local Government: MFMA Act, 2003 ( Act No 56 of 2003) , determine the tariffs and deposits payable for events
- (8) The Municipality shall not, in respect of any planning for an event, application, approval or permit issued for an event in terms of this By – law, be held liable for any -
  - (a) damage to or loss of any property of the event organiser or any third party; or
  - (b) costs incurred by an event organiser or any third party
- (9) The event organizer shall be liable for the cost of any service provided by the municipality for or in respect of an event.

### **7.3 DECISION ON EVENTS**

- (1) The Event permit officer must approve or declined an application for an event in terms of the By – Law, within a time period applicable to an event as set out in Schedule 1
- (2) Once decision has been made in terms of subsection (1) the applicant must be informed thereof in writing as provided in schedule 1.
- (3) Where an application for an event has been approved, the Events Permit Officer must issue a permit specifying the conditions applicable.
- (4) Where an application for event has been declined, reasons for the decision must be communicated to the applicant in writing within the timeframe specified in Schedule 1.
- (5) The event organizer must make sure that the permit or a certified copy thereof is available at the venue for inspection at all stages and all times of the event.

## **8. CRITERIA**

- (1) The events Permit Officer must ensure that applications for staging an event are in accordance with the following criteria, where applicable:
  - (a) The type and size of an event.
  - (b) The impact of the event on municipal services including services relating to noise control, traffic, parking, local amenities, public places, health and all incidental services affected by the holding of the event logistical aspects, as well as marketing, economic, social and environmental objectives;

- c) Whether the proposed use of the land complies with the applicable zoning scheme and any conditions applicable thereunder.
  - d) The safety and security risk management of the event in respect of the event plan, logistics, location, site design and other activities taking place near or at the event venue and other threats to the event or
  - e) That the event complies with all applicable legislation.
- 2) The Events Permit Officer may impose reasonable conditions, consistence with all by – laws and legislations to protect the health, safety and welfare of the public pertaining to:
- a) Location and hours during which the event may be held;
  - b) Sanitation, ablution facilities and availability of water;
  - c) Security and Crowd management;
  - d) Parking and traffic issues;
  - e) Emergency and medical services;
  - f) Clean-up of premises and surrounding areas and waste disposal;
  - g) Insurance;
  - h) Lighting;
  - i) Fire services and safety
  - j) Temporary construction, barricades and fencing
  - k) Removal of advertising and promotional materials after the event;
  - l) Noise levels and
  - m) Any other requirement as the municipality may deem necessary.

## **9. HOLDING OF AN EVENT**

- (1) An event organizer whose applications have been approved in terms of this By-law are responsible for the event and must ensure that-
- a) The event is held in compliance with the provisions of this By-law, the conditions imposed by the Events Permit Officer and does not contravene any other law;
  - b) The conduct of persons attending an event and the activities undertaken or carried out at the event do not negatively impact on affected communities during such event;

- c) Any compliance notice issued by the Events Permit Officer in terms of section 8 is complied with.

#### **10. Compliance notice**

- (1) When the Events Permit Officer or a Peace Officer finds that a provision of this By - Law is contravened by an event organiser or that a condition has arisen that has the potential to lead to a contravention of this By-law or any other law, he or she-
  - a) shall issue a compliance notice to the event organizer; or
  - b) shall on receipt of information of this By-law in respect of the holding or staging of an event, issue a compliance notice to the event organiser.
- (2) A notice issued in terms of subsection (1) must state –
  - a) The provision of the By-law and/or the provisions of any other legislation and/ or the condition of the permit that is being contravened or will be contravened if the condition is allowed to continue;
  - b) The measures that must be taken to rectify the condition; and
  - c) The period in which the notice must be complied with.
- (3) If a person on whom notice was served in terms of subsection (1), fails to comply with the requirements of the notice, the Event Permit Officer, a Peace Officer or an authorized official may, for the purposes of this By-law, take such steps as may be necessary to rectify the condition at the cost of the event organizer.
- (4) A person who fails to comply with a compliance notice issued in terms of subsection (1) commits an offence.
- (5) The municipality shall, in respect of a person who fails to comply with a compliance notice in respect of one or more events –
  - a) Keep a record of non-compliance and consider any appropriate action as may be required; and
  - b) Require an increased deposit from the person for future events to be held or staged by such person; and
  - c) Require proof of measures in place to ensure compliance of this By-law where the party defaulted at a former event.

#### **11. INSPECTION AND RIGHT ACCESS**

- (1) The Events Permit Officer, an authorized official or a Law- Enforcement Officer may conduct inspections of a venue after the submission of an

application, during or after the staging or holding of an event to determine compliance with this By-law.

- (2) The Events Permit Officer or a Law- Enforcement Officer has a right of access to or over any venue for the purposes of –
  - a) Performing all necessary acts or acts required to be done by the municipality under this By-law;
  - b) Ascertaining whether there is or has been a contravention of the provisions of this By-law; and
  - c) Enforcing compliance with the provisions of this By-law.
- (3) An Events Permit Officer, an authorized official, or a Peace Officer may require event owner or occupier to provide, at any reasonable date and time access to such property to a person and for a purpose referred to subsection (2).

## **12. SUSPENSION AND REVOCATION OF PERMIT**

- (1) The Event Permit Officer, may where the event organizer fails to comply with a compliance notice issued in terms of section 8, by notice in writing to the event organiser –
  - a) Suspend the permit immediately until the event organiser has complied with the compliance notice;
  - b) Revoke the permit and take such steps as may be necessary in terms of this By-law, for which costs incurred by the municipality, the event organiser shall be liable; or
  - c) On receipt of information from a Law-Enforcement Officer or an authorised official relating to failure to comply with a compliance notice, suspend or revoke the permit of an event organizer.
- (2) The Municipality may, where the Events Permit Officer has acted in terms of subsection (1), withhold the deposit paid by the event organizer for an even as security for the payment of such costs.

### **13. GENERAL PROVISIONS**

#### **Agreements and Partnerships**

- (1) The municipality may enter into such agreements and partnerships with event organizers as may be necessary for the holding and management of events in terms of this By-law.
- (2) The Municipality may, under an agreement or partnership contemplated in subsection (1), provide support either logistically, financially or both to specific events which are aligned to the strategic objectives of the Municipality.
- (3) The agreements and Partnerships contemplated in subsections (1) must provide for service levels which must be met by the parties in order to ensure compliance with this By-law and the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003).
- (4) Notwithstanding the provisions of this By-law relating to offences and penalties, an agreement concluded in terms of this section may provide for further penalties for which an event organizer shall be liable in the event of non-compliance therewith.

### **14. DELIGATIONS**

- (1) The Events Permit Officer may delegate any of the powers conferred on him or her either in whole or in part under this By-law to any other official of the Municipality.
- (2) The Municipal manager must appoint officials in the employ of the Municipality as authorised officials to enforce the provisions of this By-law.

### **15. ENFORCEMENT OF BY- LAW**

The by – law shall be enforced through the policy and any further enforcement mechanisms

### **16. OFFENCES AND PENALTIES**

- (1) Failure to comply with any provision of this By-law constitutes an offence.
- (2) A Person who commits an offence in terms of this By-Law shall, on conviction be liable for the payment of a fine or a term of imprisonment, or both such fine and such imprisonment.



**17. SANCTIONS****SCHEDULE 1 – SCHEDULE OF FINES**

| <b>SECTION</b> | <b>OFFENCE</b>   | <b>FINE</b>   | <b>FINES FOR REPEAT OFFENDERS [Section 8 (5)]</b> |
|----------------|--|---|---|
| 4 (1)          | Holding an event without a permit  | Small event - R1 000<br>Medium Event - R5 000<br>Large Event - R10 000<br>Very Large Event –R15 000 | R10 000<br>R50 000<br>R100 000<br>R150 000        |
| 7 (1) (a)      | Holding an event in contravention of the Events By-Law or any other law  | Small event - R1 000<br>Medium Event - R5 000<br>Large Event - R10 000<br>Very Large Event –R15 000 | R10 000<br>R50 000<br>R100 000<br>R150 000        |
| 7 (1) (b)      | Failure to ensure that the conduct of persons attending an event and the activities undertaken carry the least disturbance to the neighbouring community and residents | Small event - R1 000<br>Medium Event - R5 000<br>Large Event - R10 000<br>Very Large Event –R15 000 | R20 000<br>R80 000<br>R200 000<br>R300 000        |
| 7 (1) (c)      | Failure to ensure that a compliance notice issued by the Events Permit Officer is complied with  | Small event - R1 000<br>Medium Event - R5 000<br>Large Event - R10 000<br>Very Large Event –R15 000 | R20 000<br>R80 000<br>R200 000<br>R300 000        |
| 8 (1)          | Failure to comply with a compliance notice issued by the Events Permit Officer   | Small event - R1 000<br>Medium Event - R5 000<br>Large Event - R10 000<br>Very Large Event –R15 000 | R50 000<br>R100 000<br>R400 000<br>R600 000       |

**18. APPEALS AND APPEALS PROCEDURES**

- (1) Parties to a dispute arising from a conflict in terms of this By-law must attempt to resolve such conflict before exercising the right of appeal contemplated in subsection (2) through consultation with each other.
- (2) The event organizer may appeal against a decision of an authorized official.
- (3) An appeal may be lodged in writing with the Municipal Manager within a period as indicated in Schedule 1 in relation to the type of event concerned.
- (4) The application which is a subject of appeal must be decided in terms section 5 before the appellant may lodge an appeal within the applicable time-frames set out in schedule 1.
- (5) An appeal lodged in terms of this section must be considered and decided within such time as indicated in Schedule 1 in relation to the type of event concerned.
- (6) The Municipal Manager may delegate any official of the Municipality except the Permit Officer to consider and decide on appeals referred to in subsection (2) in the event of the Municipal Manager's absence.

**18.1 SCHEDULE 1****SCHEDULE OF EVENTS APPLICATION TIMEFRAMES**

Subject to applicable criteria, the following timeframes below will apply:

| SIZE       | CROWD SIZE / NO OF PARTICIPANTS | MINIMUM TIME FOR SUBMISSION OF AN APPLICATION TO THE CITY BY THE EVENT ORGANISER BEFORE THE DATE OF AN EVENT [all required information relating to the application must be submitted in terms of section 3 (2)] | MINIMUM TIME FOR THE CITY TO RESPOND TO AN APPLICATION FOR STAGING AN EVENT | APPEALS TO BE LODGED BY THE APPLICANT WITH CITY WITHIN TIME PERIOD                                 | APPEAL TO BE DECIDED BY THE CITY WITHIN TIME PERIOD |
|------------|---------------------------------|---|---|--|---|
| Small      | 50 to 2000                      | 20 working days ( 4 weeks)  | 10 working days (2 weeks)   | 48 hours of receipt of written notice from the Municipality indicating failure to resolve conflict | 48 hours of receipt of written notice of appeal     |
| Medium     | 2001 to 5000                    | 25 working days ( 5 weeks)  | 15 working days ( 3 weeks)  | 48 hours of receipt of written notice from the Municipality indicating failure to resolve conflict | 48 hours of receipt of written notice of appeal     |
| Large      | 5001 – 10 000                   | 30 working days ( 6 weeks)  | 20 working days ( 4 weeks)  | 48 hours of receipt of written notice from the Municipality indicating failure to resolve conflict | Within 3 working days                               |
| Very Large | 10 001 and above                | 90 working days ( minimum 4 months, 6 months ideal)   | 40 working days ( 12 months)  | 48 hours of receipt of written notice from the Municipality indicating failure to resolve conflict | Within 5 working days                               |

**NOTE:**

1. The timeframes do not include events applications where a land use planning approval is required i.e. where an event is to be held on land which is not appropriately zoned. In such instances, the time frames for a very large event will apply.
2. If a small event includes food vendors, a minimum of 15 days will be required if food vendor need to apply for licences and certificates of acceptability
3. Any event which involves an application for a temporary land use departure and where the departure has not been granted must follow the appeals process as outlined in the Land Use Planning Ordinance, 1985 (Ordinance No.15 of 1985).

**SCHEDULE 2****EVENTS REQUIREMENTS LISTING**

**NOTE:** The Municipality may request information additional to that listed as determined by the type and detail of the event as follows:

- (a) Description of events: including type, date, venue, locality and number and profile of participants.
- (b) Event Programme: full details and times, plus contact details for person responsible for each person responsible for each aspect of event.
- (c) Layout of event: including stages, marquees, catering, venue operation centre etc.
- (d) Zoning confirmation of the permitted land use planning approval where necessary.
- (e) Transport and Traffic Management Plans (T& TMP), which may include where applicable, proposed road closures, route plan, parking, optimal public transport utilisation, emergency access routes. The format of the T& TMP will be prescribed by the Municipality.
- (f) Crowd Management Plan.
- (g) Emergency and Contingency Plans: including medical, security, emergency, facility, evacuation.
- (h) Event Communication Plan: including a rehabilitation plan, financial guarantee, or any applicable environmental or heritage permission.
- (i) Community Participation Plan: including but not limited to contact with Councillor/s; Community/ Residents Organisations/Associations and Business Associations/ Forums and or other Stakeholders.
- (j) Environmental Management Plan, including a rehabilitation plan, financial guarantee, or any applicable environmental or heritage permission.
- (k) Integrated Waste Management Plan (including immediate precinct)
- (l) Vendors/Caterers: list of details and use of liquid petroleum gas.

- (m) Health requirements including: certificates of acceptability, vendor licenses, ablution facilities or mobile toilets.
- (n) Completed application forms for: noise exemption and amplified sound (incl. public participation) and erection of stages/marquees. (Proof of submission of an application for liquor licence/s, fireworks application, civil aviation application as per the specific of the type of event).
- (o) Buffalo City Metropolitan Municipality services requirements: including electricity, water, waste management plan (during and after the event), transport, roads and storm water.
- (p) Indemnity forms and public liability insurance as well as the prescribed insurance confirmation letter.
- (q) Written approval from venue owner/venue manager to the applicant authorising the event organiser to the use of the facility/venue to host the event.

#### **19. REVIEW**

- (1) This by-law will be reviewed after a period of three years from the date of its promulgation in the Provincial Government Gazette

#### **20. SHORT TITLE**

This by-law shall be called the Buffalo City Metropolitan Municipality Events By - Law, and shall come into effect on the date of its promulgation in the Provincial Government Gazette

**PROVINCIAL NOTICE 184 OF 2021**

Nelson Mandela Bay Municipality (EASTERN CAPE)

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

ERF 128 COTSWOLD, PORT ELIZABETH, EASTERN CAPE

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that condition/s A(a), (b), (c), (d) contained in Deed of Transfer No. T19453/1948 and now held by T5654/2019 applicable to Erf 128 Cotswold are hereby removed.

**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS****LOCAL AUTHORITY NOTICE 302 OF 2021****Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013  
(Act 16 of 2013)**

**ERF 432, HUNTERS RETREAT, GQEBERHA (PORT ELIZABETH), EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that condition A (iii) in Deed of Transfer No. T1091/1965 applicable to Erf 432 Hunters Retreat is hereby removed.

**LOCAL AUTHORITY NOTICE 303 OF 2021****Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013  
(Act 16 of 2013)**

**ERF 432, HUNTERS RETREAT, GQEBERHA (PORT ELIZABETH), EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that condition A (iii) in Deed of Transfer No. T1091/1965 applicable to Erf 432 Hunters Retreat is hereby removed.

**LOCAL AUTHORITY NOTICE 304 OF 2021****PROVINCIAL NOTICE NO 243/2021****KOUGA MUNICIPALITY (EC 108)****REMOVAL OF TITLE DEED RESTRICTION AND DEPARTURE****ERF: 925, SEA VISTA****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is hereby given that the Municipal Planning Tribunal on 31 August 2021, approved the removal of title conditions, D.4(b) applicable to Erf 925, Sea Vista as contained in Certificate of Consolidation Title T13962/2013, in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**MR C DU PLESSIS**  
**MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**



## LOCAL AUTHORITY NOTICE 305 OF 2021

**CLOSURE OF A PORTION OF BERRY STREET ADJOINING  
ERF 1452 QUEENSTOWN**

(Surveyor General Ref. No S/8898/127 p36)

Notice is hereby given in terms of Section 137(1) of the Municipal Ordinance No 20 of 1974 that a Portion of Berry Street Adjoining Erf 1452 Queenstown to be permanently closed.

**MUNICIPAL MANAGER**  
**N. MGIJIMA**

## LOCAL AUTHORITY NOTICE 306 OF 2021

## KOUGA MUNICIPALITY

REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS & PERMANENT DEPARTURE FROM THE ZONING  
SCHEME PROVISIONS

The following applications were submitted at the Council:

**APPLICATION FOR THE REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS AND PERMANENT  
DEPARTURE FROM THE ZONING SCHEME PROVISIONS: ERF 474 (DA GAMA ROAD), CAPE ST  
FRANCIS**

The Removal of Restrictive Title Deed Conditions in terms of Section 69 for development purposes and the Permanent Departure from the Zoning Scheme provisions in terms of Section 76 of the Spatial Planning and Land Use Management By-Law: Kouga Municipality, 2016. Applicant: G. Swanepoel

Further particulars are available for inspection at the office of the Director: Planning, Development & Tourism, Municipal Office, Planning and Development Department, 16 Woltemade Street, Jeffreys Bay, 6330. Contact Person: Khanyisile Didloft: Admin Officer. Tel. 042-2002200 or E-Mail: [planning@kouga.gov.za](mailto:planning@kouga.gov.za) Motivated objections, if any, against this application, must be lodged in writing, to reach the aforementioned not later than 30 days after publication of this notice. All correspondence relating to this application must be addressed to aforementioned.





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Contact Centre Tel: 012-748 6200. eMail: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)  
Also available at the Legal Advisory Services, **Province of the Eastern Cape**, Private Bag X0047, Bisho, 5605.  
Tel. (040) 635-0052.