



THE PROVINCE OF MPUMALANGA  
DIE PROVINSIE MPUMALANGA

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**PROCLAMATIONS • PROKLAMASIES****PROCLAMATION NOTICE 77 OF 2021****PROCLAMATION****MSUKALIGWA LOCAL MUNICIPALITY****NOTICE OF APPROVAL OF ERMELO TOWN PLANNING SCHEME 1982, AMENDMENT  
SCHEMES NO 825**

Notice in terms of Sections 66 of Msukaligwa Spatial Planning and Land Use Management By-Law, 2016 that Ermelo Town Planning Scheme, 1982, Amendment Scheme no. 825 has been approved in terms of Section 114(a) of the SPLUMA By-Law, 2016 by Rezoning Portion 2 of Erf 743, Ermelo from "Residential 1" to "Special for a Guest House" for the purpose of developing a Guest House. This Amendment Scheme is known as Ermelo Town Planning Scheme, 1982, Amendment Scheme no 826 and shall come into operation on date of this publication of this notice.

A copy of this application will lie for inspection during normal hours at the offices of the Director of Planning and Economic Development, 2<sup>nd</sup> Floor, Taute street, Ermelo for the period of 30 days from 29 October 2021.

**Agent Details: Lukhanyo M Holdings (Pty) Ltd. 22/2 Van Zyl Street, De Bruin Park, Ermelo, 2350. Cell no: 082 835 8311 / 081 745 6923. Email: info.lukhanyom@gmail.com**

**PROCLAMATION NOTICE 78 OF 2021**



**BY-LAWS RELATING TO THE HIRING OF  
COMMUNITY HALLS AND CULTURAL  
CENTRES FOR THE CITY OF MBOMBELA**

Council Resolution date: 30 June 2021  
Council Resolution number: A(5)  
Annexure number: 1107/20  
Policy number: .....

.....  
Municipal Manager

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## CITY OF MBOMBELA: BY-LAWS RELATING TO THE HIRING OF COMMUNITY HALLS AND CULTURAL CENTRES

### 1. DEFINITION OF TERMS

In these By-laws, unless the context indicates otherwise, the following definitions are referred:

1.	Block booking	Refers to restricting the use of Council facilities by reserving the facilities to only one person on specific days in a month or over months, for example blocking all Saturdays or Sundays for a single user/tenant.
2.	Council	Refers to the City of Mbombela as the owner of the facilities referred to in this By-laws
3.	Cultural Centre	Refers to the cultural spaces, such as theatre or gallery, where works of art can be performed through theatre and dance, as well as displayed through exhibitions
4.	Community Hall	Refers to a community facility used by the community for any social or community gatherings and functions
5.	Lessee	Refers to the person hiring a facility from the Council
6.	After hour tariff	Refers to the tariff payable after 23:30 at all facilities
7.	Promulgated tariff	Refers to the tariffs for hire of the facilities as approved by the Council
7.	Liability	Refers to the responsibility of the Council and the Lessee.
8.	Right of Admission	Refers to the right to reserve admission to facilities by either the Council or the Lessee.
9.	Music License	Refers to the license payable to South African Music Rights Organization (SAMRO) for music played at the facilities.
10.	Amenities	Refers to facilities e.g. sport facility, banquet hall etc.
11.	Equipment	Refers to tables, chairs, sound systems, lighting, urns, screens, projectors etc.
12.	Free use	Facilities used at no charge. Lease forms must be completed and responsibility for the facility still stays the lessee's responsibility.
13.	Ward Committee meetings	Meetings organised by the ward councillor to clarify business related to Council – no political meetings.
14.	Standby Service	Where Council staff are necessary to secure good operation of equipment or secure equipment / assemblies
15.	Entrance fee	Refers to fees payable to enter a facility during an event or theatre productions.
16.	Lease agreement	Refers to a contract for leasing of a facility signed by an organised group/club and the Council.
17.	Penalty tariff	Refers to the money payable for cancellation of a booking less than the prescribe period allowed for cancellation.
18.	Refundable deposits	Money paid in advance for the use of a hall, and is paid back to the hirer once the facility is signed back in good order.
19.	Public Holiday	Refers to holidays indicated as such in the National Calendar.
20.	Disco/Bashes	Refers to Disco's/Bashes held entirely to generate income and sell liquor. Does not include disco's/bashes associated with weddings and birthday parties.

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

The purpose of these By-laws is to provide a standardize system and procedure for the hiring or booking of community halls and cultural centres for the City of Mbombela.

## **3. GUIDING PRINCIPLES**

The By-laws are guided by the following Batho Pele principles:

- (a) Consultation – Citizens should be consulted about level and quality of municipal services they receive and, wherever possible, should be given a choice about the services that are offered.
- (b) Service standards – Citizens should be told what level and quality of municipal services they will receive so that they are aware of what to expect.
- (c) Access – Citizens should have equal access to the services to which they are entitled.
- (d) Courtesy – Citizens should be treated with courtesy and consideration.
- (e) Information – Citizens should be given full and accurate information about the municipal services they are entitled to receive.
- (f) Openness and Transparency – Citizens should be told how the municipality is run, how much it costs and who is in charge.
- (g) Redress – If the promised standard of service is not delivered, citizens should be offered an apology, a full explanation and a speedy and effective remedy, and when complaints are made, citizens should receive a sympathetic and positive response.
- (h) Value for money – Municipal services should be provided economically and efficiently in order to give citizens the best possible value for money.

## **4. SCOPE OF APPLICATION**

The By-laws apply to administration, and to persons, organizations and other entities that hire community halls and cultural centres owned by the Council for the purpose of hosting/staging their functions, meetings and events. These By-laws shall also apply in relation to the hire of other facilities of the Council by the public, such as committee rooms/boardrooms and chambers.

## **5. LEGISLATIVE FRAMEWORK**

The By-laws adhere to the following legislative framework:

- Local Government Municipal Systems Act, No. 32 of 2000, as amended
- Local Government Ordinance 17 of 1939
- Municipal Finance Management Act, No. 56 of 2003
- The Constitution of the Republic of South Africa, Act 108 of 1996
- Copyright Act, No. 98 of 1978
- The Promotion of Administrative Justice Act, No. 3 of 2000

## **6. LETTING OF HALLS AND CULTURAL CENTRES**

6.1 Council reserves the right to let a hall or theatre.

6.2 No block bookings shall be allowed in the hire of a hall or theatre.

6.3 In the event of any special requirement prior to or upon completion of a function (e.g. erection or dismantling of structures, props etc.) which will require additional

occupation of the facility, the Lessee shall be expected to book the facility a day prior to the date of function and a day after.

- 6.4 Without the special consent of the Council, no hall or theatre shall be let for a period of more than 20 consecutive days to any person, body or institution.
- 6.5 If the hired hall or theatre is within a building incorporating other facilities, the hirer shall not use any part of the building except the hall or theatre which he or she hires, and he or she shall ensure that no person admitted by him or her to the hired hall or theatre or any of his or her employees or helpers, enter or move about in any unauthorized part of the building.
- 6.6 The promulgated tariff will be doubled for registered businesses that sell merchandise at the halls – e.g. auctioneers, manufactures, etc.
- 6.7 All applications for the hire of a hall or theatre shall be made in writing on the prescribed form, and shall be dealt with in the order in which they are received. No booking shall be made more than 9 months in advance without the approval of the Council.
- 6.8 If deemed necessary 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.
- 6.9 The person signing the application form or where such form is signed on behalf of a legal person, both the signatory and legal person shall jointly and severally be liable for compliance with these By-laws as well as for any damage which the Council may suffer during such letting.
- 6.10 Operating hours of halls:  
The Lessee has access to the halls from 08:00 until 23:30 of the day of the event or function for which the reservation has been made.
- 6.11 After hour tariff:  
No hall may be booked or used after 23:30. Should the lessee fail to adhere to this rule, they will forfeit their refundable deposit.
- 6.12 Disco's or bashes will be allowed in halls on the following conditions:
- 6.12.1 A refundable deposit as promulgated by Council must be paid upon booking.
  - 6.12.2 No disco's/bashes shall be allowed at facilities situated within 200m of a residential area.
  - 6.12.3 Alcohol sold at these functions must only be in tins. No glass bottles shall be allowed.
- 6.13 Specified halls shall be made available from Monday to Thursday for the presentation of indoor sports and recreation, arts, culture, heritage, and religious programmes.
- 6.14 No equipment or asset belonging to the Council shall be let to the public for private use.



## **7. PAYMENT OF RENTAL FEES**

- 7.1 The tariffs for the hire of any hall or theatre shall be as determined by the Council. The tariff shall include the usual cost of cleansing, seating, lighting and the usual service of the Caretaker.
- 7.2 Payment of the full rental and relevant deposits must be made at the time of the reservation or at least 5 days before the event or function whereby a booking has been made in advance. No hall or theatre shall be booked or reserved unless payment of at least the refundable deposit is made in advance. In this regard, no tickets or invitations shall be distributed or any public announcement made until such booking and reservation have been completed.
- 7.3 The period of hire, shall strictly be in accordance with the contract arrangements for which payment must be made and shall be from the time when the hall or theatre is to be opened for any person, including caterers and bands attending the function, until the time at which the last person leaves the facility.

## **8. POSTPONEMENT AND CANCELLATION OF RESERVATION**

- 8.1 Individuals or organisations that have reserved the facilities in advance should give at least 5 days written notice of cancellation or postponement in order not to forfeit the rental amount, including the refundable deposit.
- 8.2 The rental amount, including the refundable deposit, shall be forfeited if written cancellation or postponement is received less than 5 days prior to the function, whereby the reservation had been made in advance.
- 8.3 The Council may refuse to let a hall or theatre and also to cancel the booking thereof, whether the term of lease has already commenced or not. In this case, the hirer or Lessee shall be furnished with reasons for such refusal or cancellation by the Council.
- 8.4 In the event of refusal to let any hall or termination of the agreement of lease in terms of sub-section 8.3, the Council shall refund the full amount without interest which the hirer/lessee paid in respect of the hire, or if the termination occurred during the term of lease, a proportionate part thereof, but it shall not be liable to pay the hirer or any other person any amount as compensation or damages or otherwise as a result of such refusal or termination.

## **9. LIABILITY**

- 9.1 The Council is under no circumstances liable or responsible for:-
- 9.1.1 Any damage, loss, suffering, injury or death of any person as a result of any defect in any appliance or equipment of the Council or in the electrical installation or as a result of any deficiency or interruption of the power supply to any hired hall.
- 9.1.2 Any damage or loss of any property, or goods of whatever nature, which belongs to the Lessee or any other person and which has been brought, placed or used on the property. The Lessee 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 to such person/s and the signatory of the application form. The Lessee, when not the same person, jointly and severally indemnifies the Council

regarding all claims that possibly could arise from the use and presence at the property of the Council.

- 9.1.3 Any noise or nuisance which may have a disturbing effect from the use of any of the hired halls by the hirers.

#### **10. RESPONSIBILITY OF THE LESSEE FOR DAMAGE TO PROPERTY OF THE COUNCIL**

- 10.1 The Lessee shall be responsible for any breakages, loss and/or other damages of whatever nature to the hall or theatre, furniture, fittings or any other property of the Council that may occur during the period of hire, and which is caused by the hirer or any person admitted to the hired hall or theatre, or who attempts to gain admission thereto, whether such person is lawfully in or at the hall or theatre, or has entered it unlawfully.
- 10.2 Should the Lessee find any property of the Council to be defective, he or she shall point out such defect to the Caretaker before using such item, failing which everything shall be deemed to be in proper working order at the time of occupying the Council property.
- 10.3 The Lessee shall pay for any property belonging to the Council that may be missing, broken or damaged during the hire of a hall or theatre, or the refundable deposit paid at the time of securing the booking shall be forfeited by the Lessee to cover for the damages or shortages that might have occurred.
- 10.4 Prior to and after each event or function the Caretaker and the hirer or any person authorized by him or her or on his or her behalf, shall conduct inspection of the hired hall or theatre, and notice shall immediately be taken of any article which is damaged, lost or missing from the hired hall or theatre or any damage to any part of such hall or theatre. In the event that any article would be damaged or missing or any damage has occurred in any part of the hall or theatre after the event or function, the hirer shall be obliged to replace, repair or pay for such damaged, lost or missing article as well as for any damage to any part of such hall or theatre.

#### **11. RIGHT OF ADMISSION AND CONDUCT DURING FUNCTIONS**

- 11.1 The Lessee shall be given the right to reserve admission to the hall or theatre hired by him or her and shall be held responsible for the due observance of the following conditions:
- 11.1.1 No person shall be admitted to the hall or theatre or having gained admission be permitted to remain therein, who is or seems to be intoxicated, unruly or misbehaves.
- 11.1.2 No person shall be permitted to dance in identified halls with synthetic floors unless appropriate shoes are worn so as not to damage the floor surface.
- 11.1.3 No overcrowding shall be allowed, and the number of persons allowed in the hall or theatre 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 or theatre. When the available seating accommodation has been occupied, the Lessee shall prevent the admittance of any persons in excess of such seating capacity.
- 11.1.4 All requirements as prescribed by the Council relating to the carrying of firearms shall be met.

11.1.5 The Council shall not be held liable if the Lessee and his or her guests (including children) enter prohibited or restricted areas as designated within the various facilities.

11.2 The Caretaker or any duly authorised official of the Council shall be entitled at all times to enter a hall or theatre hired in terms of these By-laws.

## **12. STIPULATIONS REGARDING CONDUCT WITHIN FACILITIES**

No Person shall:-

12.1 Display immoral decorations of any description, or any interior or exterior decorations flags; banners; emblems; posters or notices or similar articles in or on any portion of a hall or theatre except if provision has been made for.

12.2 Display of posters or similar advertisements at the entrance to a hall or theatre except in the designated areas provided by the Council for these purposes. Such posters and advertisements may be displayed on such areas not more than 7 days prior to the function for which a hall or theatre has been hired, and should be removed immediately after the function finishes.

12.3 Affix any nails, drawing pins, clamps or screws in or on any property or portion of the hall or theatre. The use of any adhesives has to be discussed prior with the Caretaker.

12.4 The use of candles without proper holders or floor protection is prohibited. If candles are used the Local Fire Department is to be informed by the hirer.

12.5 Installation of temporary fountains, decorations, displays etc. shall be restricted to designated areas.

12.6 No labels or tags that may mark, damage or stain equipment shall be allowed (e.g. name tags, seat numbers).

12.7 No bicycles, motorcycles, cars, skateboards or roller-skates shall be allowed as part of recreational activities into any hall or on the surrounding areas of the facility.

12.8 Smoking is strictly prohibited inside the hall or theatre, except in areas demarcated for smoking outside the hall or theatre.

12.9 The Lessee without consent of the Council shall not bring decorations, furniture, fittings, apparatus, equipment or property of any nature on stage.

## **13. VACATING OF HALL**

13.1 The lessee and all function-related users (e.g. caterers, guests and musicians) must vacate the premises not later than the specified hour. If for any reason the Lessee exceeds the time period, they shall forfeit their refundable deposit.

13.2 All equipment and function-related moveable objects (e.g liquor, decorations, etc.) belonging to the hirer must be removed from the premises upon vacation of the facility.

**14. PROPERTY OF THE COUNCIL**

- 14.1 No furniture or article of any nature whatsoever, being the property of the Council shall be taken out of the hall or theatre, except under the direct supervision of and with the prior consent of the Council.
- 14.2 The use of furniture or articles outside a hall or theatre shall be allowed only for functions or programmes of the Council, or functions or programmes of any other government department with the prior consent of the Council.
- 14.3 Under no circumstances, and without explicit consent of the Council shall pianos of the Council be removed from their existing places. If deemed necessary to remove a piano from the stage or to have a piano tuned, the hirer shall after obtaining the consent of the Council thereto arrange a professional service provider to do the tuning of the piano at his or her own cost.

**15. INSPECTION OF THE HALL AND OTHER HIRED EQUIPMENT**

- 15.1 Prior to every event or function the Caretaker and Lessee shall conduct inspection of the hall and equipment to ascertain the condition of the hall and/or equipment.
- 15.2 After every event, the Caretaker and the Lessee shall inspect the hall and/or equipment hired to ascertain whether any damage has been caused. In the event of failure by the Lessee to complete post-function inspection with the Caretaker, the inspection report of the Caretaker shall be accepted as true and just.

**16. ADMISSION OF PUBLIC AND SALE OF TICKETS**

- 16.1 The lessee shall be responsible for all arrangements in connection with admission of the public to the hall or theatre, the provision of ushers, security, police and such staff as may be required to control the admission of persons to the hall or theatre, and the sale of tickets.
- 16.2 In the event that the Council assists with the sale of tickets, ten percent of the profit made from such ticket sales shall be paid to the Council by the Lessee.

**17. ELECTRIC LIGHTING AND COOKING APPARATUS**

- 17.1 The Caretaker or authorised official of the Council shall control electric lighting and similar appliances in the hall.
- 17.2 Food may only be cooked and/or prepared in designated areas or rooms as specified per facility (some kitchens may only be utilised as preparation kitchens).
- 17.3 The Fire Brigade should be notified in advance by the hirer if gas will be used in the preparation of food.

**18. PROVISION FOR REGULATION OF PERFORMANCES AND EXHIBITIONS**

- 18.1 In order to determine whether it is undesirable for public exhibition, the Council reserves the right to demand, in writing a preview open to all Councillors of any exhibition, performance, entertainment, film show or other exhibition before it is publicly shown and unless such preview is granted and until the Council has given

its consent in writing to such public entertainment, the reservation can be deemed invalid, and no compensation shall be payable by the Council to the Lessee in respect of any loss which he or she may suffer as a result of such cancellation.

18.2 The Council reserves the right in the case of any exhibition, performance, entertainment, film show or other exhibition which has already been publicly shown and which is considered by the Council to be undesirable for such public showing, to prohibit any repeat performance and to cancel any agreement with the Lessee, and no compensation shall be payable by the Council to the Lessee in respect of any loss which he or she may suffer as a result of such cancellation.

18.3 Should the Lessee use any hall or theatre for a film show or slide show, he or she shall appoint qualified/skilled operators at his or her own cost.

18.4 Where highly technical sound or lighting equipment are involved a qualified Council Technician must be booked and paid for by the Lessee to be available for the duration of the use of the hall or theatre. Flight bars are only to be handled by a qualified Technician from the Council. The Lessee may not therefore handle Council systems, unless permission is obtained from Council.

#### **19. COMPLIANCE WITH THE BY-LAWS**

19.1 The Lessee shall observe all provisions of the Laws or Ordinances including any municipal By-laws relating to the conduct of the function, entertainment or performance for which any of the premises are let to him or her and shall not permit nor countenance any breach thereof.

19.2 Should any of the provisions of these By-laws not be complied with, the Municipal Manager or his nominee shall be entitled at any time to cancel the letting of the hall or theatre and no compensation shall be payable by the Council to the Lessee for any loss which he or she may sustain by reason of such cancellation.

#### **20. TEMPORARY LIQUOR LICENCE AND REFRESHMENT ARRANGEMENT**

20.1 The Council shall not furnish means of or storage place for goods, liquor or any property of the hirer, his or her guests, supporters, workers or agents before, during or after the holding of the function for which the hall or theatre is hired.

20.2 The hirer shall be fully responsible for all refreshment undertaking arrangements in and around the hired hall and theatre and shall ensure that the refreshment caterers at all times keep the hall clean, neat and free of dirt.

20.3 No eating or serving of food shall be allowed particularly inside the theatre.

20.4 No bar for the sale of alcohol or other liquor shall be conducted at any function except under the strict control of a holder of a liquor licence for the sale of such liquor, in which case the hirer shall make all arrangements and provide for the necessary liquor licence and shall also comply with all Laws and Regulations in respect of the sale of liquor.

20.5 The responsibility for obtaining a temporary liquor licence shall rest upon the hirer or Lessee where alcohol is sold to the public during a function. Licence to be handed to the Caretaker of the hall before the function starts.

**21. STANDBY SERVICES**

21.1 Where in the opinion of the Council the nature of the event or function renders it desirable for firemen/electrician(s) to be present, such attendance shall be compulsory and the charge shall be fixed by the Council from time to time in its Fire-Brigade By-laws and be payable by the Lessee.

21.2 Where in the opinion of the Council it is deemed advisable that the occasion for which the particular hall or theatre is let, the Lessee shall at his or her own cost make arrangements for the presence of a sufficient number of Public Safety officials or members of the South African Police Services to maintain order at such occasion. The Lessee shall provide satisfactory proof of such arrangement, if not the Council have the right to refuse to open the doors of the leased hall or theatre.

**22. COPYRIGHT FOR PERFORMANCE OR EXHIBITION OF ANY MUSICAL OR OTHER WORKS**

22.1 The annual subscription to the South African Music Rights Organization (SAMRO) by the Council for the halls and cultural centres shall be budgeted for and be paid from the annual operational budget of the Council.

22.2 Where programmes of music or works to be performed are printed prior to a performance, copies of such printed programmes shall be handed to the Council by the hirer at the conclusion of such performance together with a list of the encores rendered. Where the printed programme has not been adhered to, the hirer shall make the relevant alteration, in writing, to such programme so as to show the actual music or works to be performed are printed, a complete list of the music or works rendered shall be handed to the Council by the hirer at the conclusion of the performance. Such list shall indicate the following:

- (a) Titles of works performed;
- (b) Number of times performed;
- (c) Description thereof;
- (d) Author;
- (e) Composer;
- (f) Arranger; and
- (g) Publisher.

**23. LEASE AGREEMENTS**

23.1 Lease agreements for use of the halls, in relation to Section 6.13, for periods shorter than 12 months shall be entered into between the Lessee and Council, and such lease agreements be approved by the Senior Manager for the Sport, Recreation and Heritage Division, in line with approved tariffs.

23.2 Lease agreements for periods longer than 12 months shall be approved by the Council.

**24. TARRIFS**

Tariffs shall be charged as according to the tariff structure as determined and approved by the Council, and as according to the categorization of the halls, and such tariffs shall be

reviewed on annual basis. Tariffs shall include a hire fee as well as a refundable deposit to be paid by the hirer for use of a facility.

## **25. FREE USE OF COMMUNITY HALLS AND CULTURAL CENTRES:**

25.1 Free use of the community halls and cultural centres will be applicable in respect of written applications for the use of facilities for the following events:

- 25.1.1 Official functions, meetings or activities of the Council, subject to the availability of facilities;
- 25.1.2 Official meetings and functions of acknowledged municipal employees' organisations, as well as municipal employers' organisations;
- 25.1.3 Ward Committees and Ward Councillors' meetings relating to Council business are allowed free of charge on the conditions that annual schedule of meetings to be held must be submitted in the beginning of each year to ensure availability of venues; and that Agendas of meetings to be handed in upon filling-in of the free use of venue form;
- 25.1.4 Ad-hoc meetings can still be booked provided that facilities are available.
- 25.1.5 Memorial services of Council staff and Councillors approved by the Community Services Department;
- 25.1.6 Activities of registered non-profitable, welfare, and social organisations; government departments; other municipalities; and schools, when in the opinion of the Council such activities will be in the interest of the Council or the residents of the municipality, and that the Community Services Department be authorized to approve free use applications in this regard.

25.2 Applications for free usage shall be in writing and be obtained in advance.

25.3 All persons and organisations using the facilities free of charge, with the exclusion of municipal departments and government departments, shall still pay the compulsory refundable deposit.

25.4 Persons and organisations using the facilities free of charge shall still be held responsible for any damages/breakage as determined in the By-laws.

25.5 Municipal departments and government departments using the facilities free of charge shall however still be liable for any damages, breakages or losses that may occur during the period of hire of the facilities, in terms of this By-laws.

25.6 No free use shall be granted for the use of the theatre, except only for events and functions of the Council, and for any other public entities including government departments with the expressed consent of the Council obtained in advance.

25.7 No free use shall be granted to churches and religious groups, except with the expressed consent of the Council obtained in advance. Without the expressed consent of the Council, churches and religious groups shall be charged the normal tariffs for the use of Council facilities.

**26. REVOCATION OF BY-LAWS**

The Mbombela Local Municipality: Community Halls, Theatre and Libraries By-laws and Tariffs as amended, published under the Province of Mpumalanga Provincial Gazette No. 990, dated 29 August 2003; as well as Barberton Municipality: By-laws relating to the Hire of Halls, published under Administrator's Notice 2765, dated 18 December 1985, are hereby repealed.



**PROCLAMATION NOTICE 79 OF 2021****PROCLAMATION****MSUKALIGWA LOCAL MUNICIPALITY****NOTICE OF APPROVAL OF ERMELO TOWN PLANNING SCHEME, 1982****AMENDMENT SCHEME Nos. 683 & 729**

Notice in terms of the provisions of Section 66(5) of Msukaligwa Spatial Planning and Land Use Management By-law, 2016, that Ermelo Town Planning Scheme, 1982, Amendment Scheme Nos. 683 & 729 have been approved in terms of Section 114(a) of the SPLUM By-law, 2016, by the rezoning of:

1. **ERMELO AMENDMENT SCHEME No. 683:**  
Portion 2 of Erf 2883 Ermelo, from "Residential 1" to "Business 1" for the purposes of Offices, Restaurant and Shops.
2. **ERMELO AMENDMENT SCHEME No. 729:**  
Erf 3743 Ermelo Extension 14, from "Residential 1" to "Special" for the purpose of a Guest House.

This amendment is known as Ermelo Town Planning Scheme, 1982, Amendment Scheme Nos. 683 & 729 and shall come into operation on date of publication of this notice.

Particulars of the application will lie for inspection during normal hours at the office of the Director of Planning and Economic Development, 2nd Floor, Civic Centre, Taute Street, Ermelo for the period of 30 days from 29th October 2021.

**H.S. POTGIETER, REED & PARTNERS**, 100 Joubert Street, ERMELO, 2351

E-mail: [rperm@megaweb.co.za](mailto:rperm@megaweb.co.za) Tel. No.: 017-811-2348/58

Publication date: Provincial Gazette of Mpumalanga: 29 October 2021

**PROCLAMATION NOTICE 80 OF 2021****PROCLAMATION NOTICE****MSUKALIGWA LOCAL MUNICIPALITY****NOTICE OF APPROVAL OF THE MSUKALIGWA LAND USE SCHEME, 2021****AMENDMENT SCHEME NO. 18/2021**

Notice is hereby given in terms of the provision of Section 66(5) of the Msukaligwa Local Municipality Spatial Planning and Land Use Management By-Law, 2016, that the Msukaligwa Land Use Scheme, 2021, Amendment Scheme No. 18/2021, has been approved in terms of Section 114(a) of the Msukaligwa Local Municipality SPLUMA By-law, 2016 by the rezoning of Erf 307 Cassim Park, Ermelo from "Business 3" to "Industrial 2" for the purpose of operating a light manufacturing factory of snacks.

The amendment is known as Msukaligwa Land Use Scheme, 2021, Amendment Scheme 18/2021 and shall come into operation on the date of publication of this notice. Particulars of the application will lie for inspection during normal office hours at the office of the Director: Planning and Economic Development, 2<sup>nd</sup> floor, Civic Centre, Taute Street, Ermelo for the period of 30 days.

Address of agent: Ntsako Navela, Vuhluka Projects, P.O. Box 48, Ermelo, 2350. 9668 Autumn Ridge Ext 18, Ermelo. Cell No. 078 5929 023. Email: [vuhlukaprojects@gmail.com](mailto:vuhlukaprojects@gmail.com)

**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS**

**PROVINCIAL NOTICE 107 OF 2021**

**STEVE TSHWETE AMENDMENT SCHEME 37, ANNEXURE A34**

**NOTICE OF APPLICATION FOR THE AMENDMENT OF THE STEVE TSHWETE LAND USE SCHEME, 2019, IN TERMS OF SECTIONS 62(1) AND 94(1)(A) OF THE STEVE TSHWETE SPATIAL PLANNING AND LAND USE MANAGEMENT BYLAW, 2016.**

I, Jaco Peter le Roux, of Afriplan CC being the authorized agent of the owner of **Portion 5 of Erf 5215, Middelburg** hereby give notice in terms of Section 94(1)(a) of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that I have applied to the Steve Tshwete Local Municipality for the amendment of the land use scheme known as the Steve Tshwete Land Use Scheme, 2019, for the rezoning of the property situated at 11 Spruit Street, Middelburg from “**Residential Zone 2**” to “**Residential Zone 2**” with amended conditions as set out in Annexure A34.

Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013 249 7000, for a period of 30 days from **22 October 2021** (last day for comments being 22 November 2021). Any person who cannot write may during office hours attend the Office of the Municipal Manager, where an official will assist that person to lodge comment.

Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from **22 October 2021**.

*Details of agent: Afriplan CC, 14 John Magagula Street, Middelburg 1050. Tel: 013 282 8035 Fax: 013 243 1706. E-mail: [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

22–29

**PROVINSIALE KENNISGEWING 107 VAN 2021**

**STEVE TSHWETE WYSIGINGSKEMA 37, BYLAAG A34**

**KENNISGEWING VAN DIE AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE GRONDGEBRUIKSKEMA, 2019, INGEVOLGE ARTIKELS 62(1) EN 94(1)(A) VAN DIE STEVE TSHWETE RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUURSVERORDENING, 2016**

Ek, Jaco Peter le Roux, van Afriplan CC synde die gemagtigde agent van die eienaar van **Gedeelte 5 van Erf 5215, Middelburg** gee hiermee ingevolge Artikel 94(1)(a) van die Steve Tshwete Ruimtelike Beplanning en Grondgebruiksbestuursverordening, 2016, kennis dat ons by Steve Tshwete Plaaslike Munisipaliteit aansoek gedoen het vir die wysiging van die Steve Tshwete Grondgebruikskema, 2019, deur die hersonering van die eiendom, geleë te Spruitstraat 11, Middelburg vanaf “**Residensieel Sone 2**” na “**Residensieel Sone 2**” met **gewysigde voorwaardes soos vervat in Bylaag A34**.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Steve Tshwete Plaaslike Munisipaliteit, Munisipale gebou, Wandererslaan, Middelburg, 1050, vir 'n tydperk van 30 dae vanaf **22 Oktober 2021** (laaste datum vir kommentare 22 November 2021). Enige persoon wat nie kan skryf nie sal tydens kantoor-ure deur 'n amptenaar by die Kantoor van die Munisipale Bestuurder bygestaan word om kommentaar in te dien.

Besware of verhoë ten opsigte van die aansoek moet binne 'n tydperk van 30 dae vanaf **22 Oktober 2021**, skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 14, Middelburg, 1050, ingedien of gerig word.

*Besonderhede van die agent: Afriplan CC, John Magagulastraat 14, Middelburg 1050. Tel: 013 282 8035 Faks: 013 243 1706. E-pos: : [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

22–29

**PROVINCIAL NOTICE 108 OF 2021**SCHEDULE B  
(Regulation 11(2))

NOTICE OF APPLICATION FOR AMENDMENT OF THE STEVE TSHWETE TOWN PLANNING SCHEME 2004 IN TERMS OF SECTION 62(1) AND 94(1)(A) OF THE STEVE TSHWETE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW 2016.

I Sello Duma of Dijo Development Planners & Architectural Designs being the authorized agent of the owner of **Portion 25 of Erf 7742 Middelburg Ext.23**, hereby give notice in terms of Section(94)(1)(a) of the Steve Tshwete Spatial Planning and Land Use Management By-Law 2016, that I have applied to the Steve Tshwete Municipality for the amendment of the town planning scheme known as the Steve Tshwete Town Planning Scheme 2004 for the Rezoning of the property situated on **Portion 25 of Erf 7742 Middelburg Ext.23** from **“RESIDENTIAL 1” TO “RESIDENTIAL 3”**, Particulars of the application will lie for inspection during normal office hours at the office of the municipal manager, Cnr. Walter Sisulu & Wanders Avenue, Middelburg, 1050 for the period of 30 days from 22nd of Oct 2021 (date of first notice). Objections to or representations in respect of the application must be lodged with or made in writing to the municipal manager at the above address or at the Steve Tshwete Municipality, P O Box 14, Middelburg, 1050, within a period of 30 days from 22nd of Oct 2021.

29-5

**PROVINSIALE KENNISGEWING 108 VAN 2021**BYLAE B  
(Regulasie 11(2))

KENNISGEWING VAN AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE DORPSBEPLANNINGSKEMA, 2004, INGEVOLGE ARTIKEL 62(1) EN 92(1)(A) VAN DIE STEVE TSHWETE RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUURSVERORDENING, 2016, WYSIGINGSKEMA 29.

Ek, Sello Duma van Dijo Development Planners & Architectural Designs, synde die gemagtigde agent van eienaar van **gedeelte 25 van Erve 7742 Middelburg Ext.23**, gee hiermee kennis ingevolge artikel 94(1)(a) van Steve Tshwete Spatial Planning and Land Use Management By-Law 2016, kennis dat ek by Steve Tshwete Munisipaliteit aansoek gedoen het om die wysiging van die grondgebruikskema bekend as die Steve Tshwete grondgebruik-skema, 2004, deur die hersonering van **gedeelte 25 van Erve 7742 Middelburg Ext.23** vanaf **“RESIDENTIAL 1” TO “RESIDENTIAL 3”** Besonderhede van die aansoek le ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder. Cnr. Walter Sisulu & Wanders Avenue, Middelburg, 1050, 30 dae vanaf 22 Oct 2021 (die datum van eerste publikasie van hierdie kennisgewing). Besware teen of vertoe ten opsigte van die aansoek moet binne n tydperk van 30 dae vanaf 22 Oct 2021 skriftelik by of tot die Munisipale Bestuurder, by bovermeide adres of Steve Tshwete Municipality, P O Box 14, Middelburg, 1050, ingedien of gerig word.

29-5

## PROVINCIAL NOTICE 109 OF 2021

## STEVE TSHWETE AMENDMENT SCHEME 40, ANNEXURE A37

**NOTICE OF APPLICATION FOR THE AMENDMENT OF THE STEVE TSHWETE LAND USE SCHEME, 2019, IN TERMS OF SECTIONS 62(1) AND 94(1)(A) OF THE STEVE TSHWETE SPATIAL PLANNING AND LAND USE MANAGEMENT BYLAW, 2016.**

I, Jaco Peter le Roux, of Afriplan CC being the authorized agent of the owner of the proposed **Portion 391 (portion of Portion 27) of the farm Middelburg Town and Townlands 287-JS** hereby give notice in terms of Section 94(1)(a) of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that I have applied to the Steve Tshwete Local Municipality for the amendment of the Steve Tshwete Land Use Scheme, 2019, for the rezoning of the property situated at 36 Springbok Street, Middelburg from **“Undetermined”** to **“Educational Zone”**.

Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013 249 7000, for a period of 30 days from **29 October 2021** (last day for comments being 29 November 2021). Any person who cannot write may during office hours attend the Office of the Municipal Manager, where an official will assist that person to lodge comment.

Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from **29 October 2021**.

*Details of agent: Afriplan CC, 14 John Magagula Street, Middelburg 1050. Tel: 013 282 8035 Fax: 013 243 1706. E-mail: [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

29-5

## PROVINSIALE KENNISGEWING 109 VAN 2021

## STEVE TSHWETE WYSIGINGSKEMA 40, BYLAAG A37

**KENNISGEWING VAN DIE AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE GRONDGEBRUIKSKEMA, 2019, INGEVOLGE ARTIKELS 62(1) EN 94(1)(A) VAN DIE STEVE TSHWETE RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUURSVERORDENING, 2016**

Ek, Jaco Peter le Roux, van Afriplan BK synde die gemagtigde agent van die eienaar van die voorgestelde **Gedeelte 391 (‘n gedeelte van Gedeelte 27) van die plaas Middelburg Town and Townlands 287-JS** gee hiermee ingevolge Artikel 94(1)(a)) van die Steve Tshwete Ruimtelike Beplanning en Grondgebruiksbestuursverordening, 2016, kennis dat ons by Steve Tshwete Plaaslike Munisipaliteit aansoek gedoen het vir die wysiging van die Steve Tshwete Grondgebruikskema, 2019, deur die hersonering van die eiendom, geleë te Springbokstraat 36, Middelburg vanaf **“Onbepaald”** na **“Opvoedkundige Sone”**.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Steve Tshwete Plaaslike Munisipaliteit, Munisipale gebou, Wandererslaan, Middelburg, 1050, vir ‘n tydperk van 30 dae vanaf **29 Oktober 2021** (laaste datum vir kommentare 29 November 2021). Enige persoon wat nie kan skryf nie sal tydens kantoor-ure deur ‘n amptenaar by die Kantoor van die Munisipale Bestuurder bygestaan word om kommentaar in te dien.

Besware of verhoë ten opsigte van die aansoek moet binne ‘n tydperk van 30 dae vanaf **29 Oktober 2021**, skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 14, Middelburg, 1050, ingedien of gerig word.

*Besonderhede van die agent: Afriplan CC, John Magagulastraat 14, Middelburg 1050. Tel: 013 282 8035 Faks: 013 243 1706. E-pos: : [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

29-5

**PROVINCIAL NOTICE 110 OF 2021****NOTICE OF APPLICATION IN TERMS OF THE BUSHBUCKRIDGE LAND USE MANAGEMENT BY-LAW 2014  
SECTION 21 READ WITH SECTION 29(H) & 29(A)  
BUSHBUCKRIDGE LOCAL MUNICIPALITY**

We, Sibiya Le Roux Town & Regional Planners, being the agent on behalf of the registered owner of Erven 680 – 700, 891 – 900, 902 – 1044, 1052 – 1068, 1070 – 1077, 1079- 1085, 1095 – 1107, 1129 – 1136, 1140 – 1149, 1956 – 1983, Dwarsloop A, situated at north of the Dwarsloop Mall and adjacent and east of the R 40, hereby give notice in terms of section 33 of the Bushbuckridge Land Use Management By-Law, 2014, of the application for the amendment of the general plan L.G. No. 5519/1998 as well as the amendment of the Bushbuckridge land use scheme by rezoning the above-mentioned properties from “Residential 1” and “Public Open Space” to “Residential 1”, “Residential 2”, “Residential 3”, “Business 1”, Business 4”, Place of Public Worship and “Public Open Space”. Application reference number: SCR/033/2021.

The purpose of the application is to amend the existing General Plan of Dwarsloop-A Township and rezone the existing traditional “Residential 1” zoning of the township area to a more efficient and economically viable integrated zoning that will create a functional node.

Particulars of the application will lie for inspection during normal office hours at the Bushbuckridge Local Municipality for a period of 30 days from the 29 October 2021. Contact number 013 004 0416. Objections to and or representations in respect of the application must be lodged in writing to the Municipal Manager at Private Bag X9308, Bushbuckridge, 1280; or delivered to the Planning Section, Bushbuckridge Local Municipality, along the R533 Graskop Road, within a period of 30 days not later than 29 November 2021.

Agent: Sibiya Le Roux Town & Regional Planners, P.O. Box 707, Sonpark, 1206, 44 Kingfisher Street, Nelspruit, ☎ (013) 013 0311, 📠 086 416 8236, 📧 admin@slrplan.co.za. Ref: Dwarsloop-A

29-5

**XITIVISO XA XIKOMBELO KUYA HI XINAWANA XA BUSHBUCKRIDGE XA VULAWURI BYA KU TIRHISIWA KA MISAVA 2014  
XIPHEMU XA 21 XIHLAYIWA NA XIPHEMU XA 29(H) NA 29(A)  
MASIPALA WA BUSHBUCKRIDGE**

Hina va Sibiya Le Roux Town & Regional Planners, tani hi va yimeri lava yimelaka (hikuya hi ntsariso) Erven 680-700, 891-900, 902-1044, 1052-1068, 1070-1077, 1079-1085, 1095-1107, 1129-1136, 1140-1149, 1956-1983, Dwarsloop-A, leti kumekaka e n’walungwini nale thlelo ka Dwarsloop Mall, evuxeni bya R40, himi tsalela hi xikongomelo xo lava ku lemukisa kuya hi xiphemu xa 33 xa Bushbuckridge xa vulawuri bya ku tirhisiwa ka misava, 2014 ya xikombelo xaku cinciwa ka makungu hiku hetiseka ya L.G. No. 5519/1998 naku cinciwa ka xikimu xa Bushbuckridge xaku tirhisa misava hikuva ku vekiwa hi vuntshwa ti ndhawu leti ti tsariweke laha henhla ku suka eka “ndhawu ya vutshamo 1” na “ndhawu leyi pfulekeleke tiko” swiya eka “ndhawu ya vutshamo 1”, “ndhawu ya vutshamo 2”, “ndhawu ya vutshamo 3”, “ndhawu ya mabindzu 1”, “ndhawu ya mabindzu 4”, “ndhawu ya vukhonger”, na “ndhawu leyi pfulekeleke tiko”. Nomboro yo landzelerisa xikombelo: SCR/033/2021

Xikongomelo xo kombela ku cinciwa ka kungu leri ringa kona hiku hetiseka ra Dwarsloop-A naku veka hi vuntshwa ndhawu leyi yi tolovelekeke ya “ndhawu ya vutshamo 1”, tindhawu leti ta lokixi titava tindhawu leti ti tirhaka kahle loko swita eka nhluvuko nakuva xiyimo xa ndhawu xi humelela nahi swa timali, kuva na na ntirhisano lowu wungata endla kuva na nhlango.

Vuxokoxoko hinkwabyo bya xikombelo byi kona kuva byi kamberwa hi nkarhi wa ntolovelo wa ntirho eka hofisi ya masipala wa Bushbuckridge ku ringana khume nharhu (30) wa masiku lava ya sukelaka ka ti 29 Nhlangua 2021. Nomboro yoyi fonela: 013 004 0416. Swivilelo na swibumabumelo swa xikombelo lexi swinga endliwa hiku tsalela mufambisi wa masipala eka Private Bag X 9308, Bushbuckridge, 1280; kumbe ku yisa hi voko eka Planning Section, Masipala wa Bushbuckridge, eka patu ra R533 roya eGraskop, swi pfumeleleka ku endliwa ntsena exikarhi ka masiku ya Khume nharhu (30) kungase fika siku ra 29 Hukuri 2021.

Muyimeri: Sibiya Le Roux Town & Regional Planners, P.O. Box 707, Sonpark, 1206, 44 Kingfisher Street, Nelspruit, Tell: (013) 013 0311, Fax: 086 416 8236, Email: admin@slrplan.co.za. Ref: Dwarsloop-A

29-5

**PROVINCIAL NOTICE 111 OF 2021  
STEVE TSHWETE AMENDMENT SCHEME 30**

**NOTICE OF APPLICATION FOR THE AMENDMENT OF THE STEVE TSHWETE LAND USE SCHEME, 2019,  
IN TERMS OF SECTIONS 62(1) AND 94(1)(A) OF THE STEVE TSHWETE SPATIAL PLANNING AND LAND  
USE MANAGEMENT BYLAW, 2016.**

I, Jaco Peter le Roux, of Afriplan CC being the authorized agent of the owner of **Portion 1 of Erf 627, Hendrina** hereby give notice in terms of Section 94(1)(a) of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that I have applied to the Steve Tshwete Local Municipality for the amendment of the Steve Tshwete Land Use Scheme, 2019, for the rezoning of **proposed Portion 2 (a portion of Portion 1) of Erf 627, Hendrina** situated at 38 De Jager Street, Hendrina from “**Business Zone 1**” to “**Residential Zone 1**”.

Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013 249 7000, for a period of 30 days from **29 October 2021** (last day for comments being 29 November 2021). Any person who cannot write may during office hours attend the Office of the Municipal Manager, where an official will assist that person to lodge comment.

Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from **29 October 2021**.

*Details of agent: Afriplan CC, 14 John Magagula Street, Middelburg 1050. Tel: 013 282 8035 Fax: 013 243 1706.  
E-mail: [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

29-5

**PROVINSIALE KENNISGEWING 111 VAN 2021  
STEVE TSHWETE WYSIGINGSKEMA 30**

**KENNISGEWING VAN DIE AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE  
GRONDGEBRUIKSKEMA, 2019, INGEVOLGE ARTIKELS 62(1) EN 94(1)(A) VAN DIE STEVE TSHWETE  
RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUURSVERORDENING, 2016**

Ek, Jaco Peter le Roux, van Afriplan BK synde die gemagtigde agent van die eienaar van **Gedeelte 1 van Erf 627, Hendrina** gee hiermee ingevolge Artikel 94(1)(a)) van die Steve Tshwete Ruimtelike Beplanning en Grondgebruiksbestuursverordening, 2016, kennis dat ons by Steve Tshwete Plaaslike Munisipaliteit aansoek gedoen het vir die wysiging van die Steve Tshwete Grondgebruikskema, 2019, deur die hersonering van die **voorgestelde Gedeelte 2 (‘n gedeelte van Gedeelte 1) van Erf 627, Hendrina** geleë te De Jager Street 38, Hendrina vanaf “**Besigheid Sone 1**” na “**Residensieel Sone 1**”.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Steve Tshwete Plaaslike Munisipaliteit, Munisipale gebou, Wandererslaan, Middelburg, 1050, vir ‘n tydperk van 30 dae vanaf **29 Oktober 2021** (laaste datum vir kommentare 29 November 2021). Enige persoon wat nie kan skryf nie sal tydens kantoor-ure deur ‘n amptenaar by die Kantoor van die Munisipale Bestuurder bygestaan word om kommentaar in te dien.

Besware of verhoë ten opsigte van die aansoek moet binne ‘n tydperk van 30 dae vanaf **29 Oktober 2021**, skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 14, Middelburg, 1050, ingedien of gerig word.

*Besonderhede van die agent: Afriplan CC, John Magagulastraat 14, Middelburg 1050. Tel: 013 282 8035 Faks: 013 243 1706. E-pos: : [jaco@afriplan.com](mailto:jaco@afriplan.com)/[vicky@afriplan.com](mailto:vicky@afriplan.com)*

29-5

**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS****LOCAL AUTHORITY NOTICE 105 OF 2021****NOTICE OF APPLICATION FOR THE AMENDMENT OF THE BUSHBUCKRIDGE LOCAL MUNICIPALITY LAND USE SCHEME 2014 IN TERMS OF SECTION 16 OF THE BUSHBUCKRIDGE LOCAL MUNICIPALITY: BUSHBUCKRIDGE LAND USE MANAGEMENT BY-LAW, 2014**

**APPLICABLE SCHEME:** Bushbuckridge Local Municipality Land Use Scheme 2014,

**SITE DESCRIPTION:** Erf 1906 Thulamahashe A, Street No. 1365 Thulamahashe A.

**APPLICATION TYPE:** Application is hereby made in terms of Section 16 of the Bushbuckridge Local Municipality: Bushbuckridge Land Use Management By-law, 2014, read with the Spatial Planning and Land Use Management Act (SPLUMA), 2013, (Act 16 of 2013) for the amendment of the Bushbuckridge Local Municipality Land Use Scheme 2014, by the rezoning of Erf 1906 Thulamahashe-A from “Residential 1” to “Business 1”, subject to conditions.

**APPLICATION PURPOSES:** The property owner wishes to amend the current operational scheme known as “Bushbuckridge Local Municipality Land Use Scheme 2014” in order to develop the site with a “Place of Refreshment”.

The above application will be open for inspection from 08:00 to 15:30 at the office of Bushbuckridge Local Municipality situated at No. R533 Graskop Road, Opposite Mapulaneng Driving Licensing Testing Center; Bushbuckridge from 29<sup>th</sup> October 2021. Copies of the application documents may be emailed, or hand delivered by contacting the applicant (contact details below).

Any objection or representation with regard to the application must be submitted to both the agent and the Director-Economic-Development-Planning-Environment at the above address, or posted to Private Bag X9308; Bushbuckridge; 1280, or, or an e-mail to [info@elethuholdings.co.za](mailto:info@elethuholdings.co.za) by not later than 26<sup>th</sup> November 2021.

**AUTHORISED AGENT**

FULL NAME: **ELETHU HOLDINGS**

POSTAL ADDRESS: **NO. 13 FREDMAN DRIVE, 1<sup>ST</sup> FLOOR, FREDMAN, SANDTON CODE: 2196**

RESIDENTIAL ADDRESS: **NO. 13 FREDMAN DRIVE, 1<sup>ST</sup> FLOOR, FREDMAN, SANDTON CODE: 2196**

FAX NO: CELL: **082 435 5955** E-MAIL ADDRESS: [INFO@ELETHUHOLDINGS.CO.ZA](mailto:INFO@ELETHUHOLDINGS.CO.ZA)

**Date: 29<sup>th</sup> October and 5<sup>th</sup> November 2021**

**LOCAL AUTHORITY NOTICE 106 OF 2021****CITY OF MBOMBELA LOCAL MUNICIPALITY  
SUSPENSION / REMOVAL OF A RESTRICTIVE TITLE CONDITION**

It is hereby notified in terms of Section 59(1) of the City of Mbombela Spatial Planning and Land Use Management By-law, 2019 that Conditions B1 (Page 3) of the Deed of Transfer T19179/2016, in respect of Portion 320 of the farm The Rest 454-JT, is herewith suspended / cancelled / to be removed.

**WJ KHUMALO**  
**MUNICIPAL MANAGER**  
City of Mbombela  
P O Box 45  
NELSPRUIT  
1200

**LOCAL AUTHORITY NOTICE 107 OF 2021****CITY OF MBOMBELA LAND USE SCHEME, 2019 – AMENDMENT SCHEME AM/21/00071**

The City of Mbombela Local hereby declares in terms of Section 58 of the Mbombela By-law on Spatial Planning and Land Use Management, 2019, that it has approved an amendment of the Mbombela Land Use Scheme, 2019, by the township establishment of Orchard View Extension 5.

Copies of the amendment scheme are filed with the Municipal Manager, Civic Centre, Nel Street, Mbombela, and are open for inspection at all reasonable times. This amendment scheme shall come into operation on date of publication hereof.

**W KHUMALO**  
**MUNICIPAL MANAGER**

City of Mbombela  
P O Box 45  
NELSPRUIT  
1200

**LOCAL AUTHORITY NOTICE 108 OF 2021****CITY OF MBOMBELA LAND USE SCHEME, 2019 – AMENDMENT SCHEME AM/21/00070**

The City of Mbombela Local hereby declares in terms of Section 58 of the Mbombela By-law on Spatial Planning and Land Use Management, 2019, that it has approved an amendment of the Mbombela Land Use Scheme, 2019, by the township establishment of Orchard View Extension 6.

Copies of the amendment scheme are filed with the Municipal Manager, Civic Centre, Nel Street, Mbombela, and are open for inspection at all reasonable times. This amendment scheme shall come into operation on date of publication hereof.

**W KHUMALO**  
**MUNICIPAL MANAGER**

City of Mbombela  
P O Box 45  
NELSPRUIT  
1200









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