Ekurhuleni
METROPOLITAN MUNICIPALITY

EKURHULENI METROPOLITAN MUNICIPALITY

SPORT AND RECREATION FACILITIES BY-LAW

[COUNCIL RESOLUTION: A-SR 10-2003 dated 24 April 2003]
[Date of Commencement: 30 July 2003]

as amended by

Council Resolution A-SR (01-2006)dated 26 October 2006
[Date of commencement: 24 January 2007]
Council Resolution A-SR (02-2008) dated 26 June 2008
[Date of commencement: 3 September 2008]

By-law

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

BE IT ENACTED by the Council of the Ekurhuleni Metropolitan Municipality, as follows:-

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CHAPTER ONE
TERMS OF REFERENCE

1. Definitions

In these By-laws, unless the context indicates otherwise –

"Affiliation fee" Refers to a fee payable by junior and senior members of a sport club;

"After hour penalty tariff" Refers to the penalty tariff payable for use after 23:30 at all facilities;

"Amenities" Refers to facilities e.g. sport facility, banquet Hall etc;

"By-laws" Refers to the rules and regulations applicable to the Metro facilities;

"Categories of facilities" A — Excellent, B — Good, C — Basic, 0 — Informal;

"Disco/Bashes" Refers to Disco's/Bashes held entirely to generate income and sell liquor. Does not include disco's/bashes/ festivities associated with weddings and parties;

"Discount (50%)" Refers to a reduction of the promulgated tariff;
"Double tariff" Refers to the promulgated tariff multiplied by two;

"Entrance fee" Refers to fees payable at facilities on a daily basis for daily use thereof;

"Equipment" Refers to tables, chairs, urns, projectors as well as sport equipment such as hurdles, etc;
"Floodlight fee" Refers to a fee payable by an organised club with a facility with floodlights;

"Free bookings" Refers to facilities used at no charge. This will apply to official Council, National and Provincial Government Departments, International, National and Provincial events or championships. Bookings should be made in writing to the Executive Director Sport, Recreation, Arts and Culture or his/her nominee within 2 (two) days of the intended function. Application forms must be completed and the applicant still stays responsible to leave the facility in the same condition it was received in;

"General By-laws" Bylaws applicable to all facilities;

"Hourly tariff" Refers to the hourly tariff promulgated for Community, Youth, Recreation, Multipurpose and other halls / centres;

"Lane" Refers to one lane at a swimming pool, indicated by plastic ropes;

"Leased Sport Facility" Refers to a sport facility that is leased for an agreed upon period (2 to 5 years) to a Sport Association! Club as per the approved lease policy of Council;

"Lessee" Refers to the person hiring a facility from the Metro;

"Liability" Refers to the responsibility of the Metro and the Lessee;

"Limited entries per day" Refers to a daily ticket for access to the swimming pool;

"Lifesaver" Any official of the Metro responsible for lifesaving duties and is authorized to take charge of the swimming pools, or his/her authorized assistants;

"Lux" Refers to the unit used to measure light intensity;

"Metro" Refers to the Ekurhuleni Metropolitan Municipality established in terms of section 12 read with section 14 of the Local Government: Municipal Structures Act, 1998, or any other Committee or official acting in terms of delegated authority approved in terms of the Local Government: Municipal Systems Act, 2000;

"Monthly tickets" Allowing an individual access to swimming pools for one month;

"Music License" Refers to the license payable to South African Music Rights Organisation (SAMRO) for music played at the facilities;

"Non sporting events" Refers to festivals, music shows, discos and other similar events;

"Organisations rendering a service to the Community" Refers to organisations that present a social service / function to the Community free of charge;

"Penalty tariff" Refers to the punitive tariff applicable when a facility is not vacated timeously;

"Period of hire" Refers to the promulgated operating hours and the time agreed upon when booking the facility.

"Professional/Provincial event" Refers to the following: PSL games for soccer, Provincial games for cricket, provincial events for athletics and Provincial events for Rugby;

"Promulgated tariff" Refers to the tariffs for the use of Sport and Recreational Facilities as approved and promulgated by the Ekurhuleni Metropolitan Municipality from time to time;

"Public Holiday" Refers to a day declared to be a public holiday in terms of the provisions of the Public Holidays Act, 1994;

"Recreation groups and activities" Recreation/community centres will accommodate Recreation, Recreational Sport, Culture and Youth clubs/organizations from Mondays to Thursdays only;

"Refundable deposits" Payable at all facilities and will be paid back once the facility is signed back in good order;

"Right of Admission" Refers to the right to reserve admission to facilities by either the Metro or the Lessee;

"Scholar" Person wearing school uniform or other identifiable clothing during normal school hours;

"Season tickets" Allowing an individual access to pools for the swimming season on a daily basis;

"Standby Service" Where Metro officials are necessary to secure good operation of equipment or secure equipment / assemblies;

"Swimming Pool" Any public swimming pool established and maintained by the Metro within its jurisdiction and includes the swimming pool area;

"Swimming Pool Superintendent" Any official of the Metro authorized to take charge of the swimming pools, or his authorized assistants;

"Turnstiles" Access gates at swimming pools and stadiums;

"Vacation period" Refers to the time allowed to vacate a facility (1/2 hour);

"Ward Committee meetings" Meetings organised by the ward councillor to discuss business related to the Metro — not political meetings;

"Welfare and Non Profit Organisations" Welfare Organisation refers to an organisation registered as such in terms of the provisions of the National Welfare Act, 1987. Non-profit Organisation — an organisation registered as such in terms of the provisions of the Non-profit Organisations Act, 1997.

CHAPTER TWO
BOOKINGS

2. General

(1) The use of Sport and Recreational Facilities will be subject to these By-laws and to charges for the use of Sport and Recreational Facilities as determined by the Metro from time to time.

(2) All applications for the hire of a facility shall be made in writing on the prescribed form, not less than seven (7) working days prior to the function, and shall be dealt with in the order in which they are received, provided that all legal requirements are complied with.

(3) Bookings made in less than seven (7) working days before the event can be declined due to operational reasons.

(4) The person (18 years or older) signing the application form shall furnish proof in the form of an I D document that he/she is capable of contracting with the Metro and where such a form is signed on behalf of a natural person and/or legal person, the required power of Attorney or authority for signature to act on behalf of such person must accompany the application.

(5) 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 Metro may suffer during such letting.

(6) The promulgated tariff will be doubled for registered businesses that sell merchandise at any Council facility e.g. auctioneers, manufactures, etc.

(7) The applicant will be responsible to obtain approval for his/her event in terms of the relevant legislation.

(8) The following conditions will be applicable to stadium halls and conference rooms: Stadium Hall and conference rooms included when stadium is booked but can also be booked separately.

(9) All arrangements for facilities from other departments, i.e. spot lights, public address systems, control systems, sound systems, etc, where the assistance of an electrician and/or other officials from other departments are required, will be done by the lessee at the respective departments. There are additional charges payable by the lessee in accordance with the applicable department's tariff of charges in this regard.

(10) Training will be allowed at sport facilities and stadiums if facility is available.

(11) Specified halls will be made available from a Monday to Thursday for the presentation of

Sport, Recreation, Arts, Culture and Heritage programs.

(12) Provision is made for the use of these facilities overnight. The use will be subject to the availability of the facility on the next day, full payment for the next day, availability of personnel and Compliance with the conditions contained in the Health Regulations and By-Laws.

3. Free Bookings

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

a. Official functions, meetings or activities of the Metro and acknowledged municipal and employee organisations; subject to the availability of facilities;

b. National and Provincial Government Departments events/functions;

c. International, National and Provincial Sporting events and/or championships;

d. Welfare Organisations and non-profit community organisations with a WO or N number;
e. Registered welfare organisations for the disabled;
f. Ward Committee and Ward Councillor meetings relating to Council Business are allowed free of charge on the following conditions:

i. Annual schedule of meetings to be held must be submitted at the beginning of each year to ensure availability of venues;
ii. Agenda's of meetings to be handed in upon filling in the free use of facility form;
iii. Ad-hoc meetings can still be booked provided that facilities are available.

(2) Application for free usage must be in writing, addressed to the Executive Director: SRAC. Approval can be granted by the Executive Director: SRAC or his/her nominee. Under extreme circumstances, bookings could be accepted within less than seven working days.

(3) Persons and organisations using the facility free of charge will still be held responsible for any damage! breakage as determined in the By-laws and will be responsible to pay the promulgated deposit amount.

(4) Organisations that present a social service/function to the Community free of charge on recommendation by Ward Councillor.

(5) All Welfare and non-profit community organisations must submit copies of the certificates of registration when applying for free use.

4. Bookings in advance

(1) Bookings can be done in advance subject to frequent users bookings and fixtures.

(2) Payment must be in accordance with tariff applicable at the time of the booking.

(3) Bookings will be confirmed on receipt of full payment.

(4) Bookings can only be done 12 months in advance;

5. Frequent users

(1) Frequent users making use of the same facility more than once during a financial year, only needs to pay a once off deposit as promulgated. Such deposit will be repaid on application at the end of the usage period or at the end of the financial year (June).

(2) A new deposit has to be paid at the beginning of the new financial year (July) in terms of the promulgated tariffs.

6. Postponements and Cancellation of Reservations

(1) Individuals or organizations who rent the facilities in advance should give at least 30 days written notice of cancellation or postponement in order not to forfeit the rental amount.

(2) The rental amount will be forfeited if written cancellation/ postponement is received less than 3 (three) days prior to the function.

7. Restrictions

(1) The Metro reserves the right not to rent a facility if the estimated number of spectators/ participants might exceed the capacity of the facility.

(2) The Metro reserves the right to let a sport centre subject to the availability of equipment at the specific facility.

(3) No radio controlled model flying is permitted at any municipal facility without prior written approval.

(4) No unauthorized use of facilities permitted.

(5) The use of quad bikes/motor cycles is not permitted on the facilities.

8. Block Bookings

(1) Churches will be restricted to one event per facility per month. Written application for more frequent use can be made to the Executive Director for consideration. If frequent use is approved, the 50% discount will apply for first use, thereafter the full promulgated tariff must be paid.

(2) Block bookings for other groups may also be restricted to halls where regular meetings take place. Written application can be made to the Executive Director for consideration for usage of a more frequent nature. This will be subject to availability

9. Night Vigils

The use of halls for Night Vigils will be subject to availability of the facility and personnel on the next day, as well as compliance with the conditions contained in the Health Regulations and By-laws. No discount is applicable to organisations for Night Vigils. Full Payment for use as well as full payment for the next day will be payable.

10. Additional occupation

In the event of any special requirements 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 will be expected to book the facility a day prior to the date of function and a day after.

11. Swimming pools

(1) Pool Space

a. Only a portion of the pool will be allocated to a club or school as per discretion of the person in charge of bookings;

b. Will only be allocated for training purposes;

c. Will only be allocated to the following sport groups:

i. Under water rugby, hockey;
ii. Synchronized swimming;
iii. Scuba diving;
iv. Water polo;
v. Swim Teaching;
vi. Lifesaving;
vii. Canoe polo;
viii. Biathlon / triathlon.

(2) Swimming pool galas

a. All galas must be booked at least two weeks in advance;

b. All galas receive preference above all training for that particular day;

c. No public and unauthorised personnel allowed during gala hours;

d. Pool will be closed to public two hours before the gala and two hours after the gala for preparations;

e. Will only be allocated to the following sport groups:

i. Swimming;
ii. Lifesaving;
iii. Biathlon/triathlon.

(3) Swimming pool games

a. All games must be booked at least two weeks in advance;

b. All games receive preference above all training for that particular day;

c. No public and unauthorised personnel is allowed during game hours;

d. Pool will be closed to public two hours before the game and two hours after the game for preparations;

e. Will only be allocated to the following sport groups:

i. Under water rugby, hockey;
ii. Synchronized swimming;
iii. Water polo;
iv. Canoe polo.

CHAPTER THREE
OPERATING HOURS

12. Operating hours

(1) Halls: Lessee has access to the halls from 09:00 until 23:30 except for night vigils.

(2) Sport Centres: Lessee has access to the sport centres from 08:00 until 23:30.

13. After hour use

(1) Sport facilities and stadiums: Should time be exceeded total deposit will be forfeited.

(2) Halls / Centres: No Hall may be booked after 23:30. Should the lessee fail to adhere to this rule the after hour penalty tariff as promulgated will be levied against the lessee.

14. Vacation period

A vacation period of one hour will be allowed for the lessee to remove all equipment etc. A storage fee as per tariffs will be applicable should this period be exceeded.

15. Closure of facilities

(1) Halls, Sport Facilities and Stadiums will be closed during the festive season as per Council resolution provided that standby personnel will be available for funerals and natural emergencies.

(2) Swimming pools will be closed during the following periods:

a. 25 December and / January;
b. Good Friday;
c. Mondays, including public holidays if it falls on a Monday.

16. Swimming season

(1) Category A pools

(a) Boksburg North pool

i. 1 May—31 March
ii. April Closed
iii. Pool will operate during the festive season as per Council resolution from 10:00 to 18:00 (Tuesday to Saturday) and 14:00 - 18:00 (Sundays and Public holidays)

iv. Operating Hours:

(aa) Mondays including public holiday	Closed
(bb) Tuesday - Thursday	05:00 - 20:00
(cc) Friday	05:00 - 17:30
(dd) Saturday	10:00 - 18:00
(ee) Sunday /Public Holidays	14:00 - 18:00

(b) Delville pool

i. 14 August to 3l March
ii. Pool will operate during the festive season as per Council resolution from 10:00 to 18:00 (Tuesday to Saturday) and 14:00 — 18:00 (Sundays and Public holidays)

iii. Operating Hours: 14 August to 30 August

(aa) Mondays (Including Public Holidays)	Closed
(bb) Tuesday — Friday	10:00 - 18:00
(cc) Saturday	10:00 -18:00
(dd) Sunday & Public Holiday	14:00 -18:00

(iv) Operating Hours: 1 September to 31 March

(aa) Mondays (Including Public Holidays)	Closed
(bb) Tuesday — Thursday	05:30 -20:30
(cc) Friday	05:30 -18:00
(dd) Saturday	10:00 -18:00
(ee) Sunday & Public Holiday	14:00 -18:00

(2) All category B and C pools

(a) Operating Hours: 1 September to 31 March

(i) Mondays (Including Public Holidays)	Closed
(ii) Tuesday to Saturday	10:00 -18:00
(iii) Sundays and Public holidays	14:00 -18:00

CHAPTER FOUR
TARIFFS

17. Payment of Charges

(1) General

(a) Payment of the full rental and relevant deposits must be effected at the time of the reservation, and no tickets or invitations shall be distributed or any public announcement made until the reservation has been accepted and confirmed;

(b) The period of hire will strictly be in accordance with the contract arrangements for which payment must be made and shall be from the time when the facility 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.

(2) Swimming galas and pool games

(a) National, International and Provincial events only (excluding training) — Free use;

(b) All sports bodies will pay the applicable fee;

(3) Swimming pool space: The applicable tariff to be paid in advance.

18. Refundable deposit

(1) Sport facilities and Stadiums: A refundable deposit for the use as per the approved tariffs is chargeable which will include the following:
   a. Breakage Deposit: To be deducted should any damage to Council Property occurs;
   b. Cleaning Deposit: To be deducted should the premises not be left in a clean and tidy condition;
   c. Storage Deposit: To be charged if equipment is left behind.

(2) Halls / Centres / Facilities: A refundable deposit for the use as per approved tariffs is chargeable which will include the following:
   a. Breakage Deposit: To be deducted should any damage to Council Property occurs;
   b. Cleaning Deposit: To be deducted should the premises not be left in a clean and tidy condition;
   c. Storage Deposit: To be charged if equipment is left behind.

19. Discount for Organisations

A 50% discount will apply in respect of bookings made by the groups / organisations indicated

below. An official letterhead must accompany all applications for 50% discount.

(a) All local sport groups affiliated to the recognised Sport Council for social and sport functions. Social functions will be limited to two functions per group per annum. An updated list of affiliated clubs must be submitted to Council by the recognised Sport Council annually;

(b) All local churches / religious institutions within the boundary of the Metro. An official letter from the Pastor/Reverend/Elder indicating that it is an official church / religious institution service/function must accompany the booking;

(c) All local schools/nursery schools/colleges: An official letter from the headmaster indicating that it is an official school event must accompany the booking;

(d) All local Arts, Culture, Heritage and Recreation groups/organisations within the boundary of the Metro. Social functions will be limited to two functions per group/organisation per annum. The application must be on an official letterhead of the group/organisation and must accompany the booking.

CHAPTER FIVE
EQUIPMENT

20. Equipment

(1) The availability of suitable equipment at facilities should be established and checked prior to bookings.

(2) No equipment will be let to the public or any organisation for private use.

(3) Metro staff will do the initial placing of equipment at all events, thereafter it will be the responsibility of the club/organisation.

(4) No equipment, tables and chairs will be moved from one facility to another.

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

(6) Where highly technical sound or lighting equipment are involved a qualified Metro electrician must be booked and paid for by the Lessee to be available for the duration of the use of the hall. Flight bars are only to be handled by a qualified electrician from the Metro. The Lessee may not therefore handle Metro Systems.

21. Storage

(1) All the Lessee's equipment must be removed from the premises upon vacation of the facility.

(2) A storage fee per day or part thereof as per the approved Tariffs will be charged upon failure to comply with this stipulation.

(3) The Metro does not accept liability for damages / loss thereof.

22. Property of the Metro

No furniture or articles whatsoever belonging to the Metro, shall be taken out of the facility used by the Lessee.

23. Inspection of the facility and other Hired Equipment

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

24. Electrical Lighting and Cooking Apparatus

(1) Electrical lighting and similar appliances in the facility will be controlled only by the caretaker or other authorised official of the Metro.

(2) Food may only be cooked and /or prepared in designated areas / rooms as specified per facility (some kitchens may only be utilised as preparation kitchens).

(3) The Emergency Services Division should be notified by the lessee if gas is to be used in the preparation of food.

25. Standby Services

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

(2) Where in the opinion of the Metro it is deemed advisable that the occasion for which the particular facility is let requires same, the Lessee shall at his own cost make arrangements for the presence of a sufficient number of Public Safety / SAPS members to maintain order at such occasion. The lessee shall provide satisfactory proof of such arrangement, if not the Metro has the right to refuse access to the facility.

26. Floodlights

(1) Metro officials will switch floodlights on before and off after events at all facilities.

(2) Lessee will be responsible for payment of the floodlights as per promulgated tariff.

27. Advertising signs

Sport clubs will be allowed to obtain sponsors through the erection of advertising signs inside main sport facilities, but will pay the promulgated tariffs to the Metro for the right to erect these advertising signs.

CHAPTER SIX
CONDUCT / COMPLIANCE

28. Liability

(1) The Metro will, under no circumstances be liable or responsible for:

a. Any damage or loss suffered by any person as a result of any defect in any appliance or equipment of the Metro or in the electrical installation or as a result of any deficiency or interruption of the power supply to the facility;

b. Any damage or loss of any property, or goods of whatever nature which belong to the Lessee or any other person and which has been brought, placed or used on the

property.

(2) The Lessee and any other person enters the property of the Metro at own risk and the Metro does not accept liability in respect of death or injury of any nature to such person and the signatory of application form.

(3) The Lessee, when not the same person, jointly and severally indemnifies the Metro regarding all claims that possibly could arise from the use of and presence on the property of the Metro.

29. Responsibility of the Lessee for Damage to Property of the Metro

(1) The lessee shall be responsible for any breakage and/or other damage of whatever nature to the facility, furniture, fittings or any other property of the Metro that may occur during the period of hire.
(2) Should the Lessee find any property of the Metro to be defective, he/she shall point out such defect to the caretaker before using such facility or item, failing which everything shall be deemed to be in proper working order.
(3) The lessee shall pay for any property belonging to the Metro that may be missing or broken during or in connection with the hire of a facility.

30. Right of Admission and Conduct of Functions

(1) The Lessee is hereby given the right to reserve admission to the facility hired by him/her and is held responsible for the due observance of the following conditions:

a. No person shall be admitted to the facility or having gained admission be permitted to remain therein, who is of known bad character, or seems to be intoxicated;

b. No person shall be permitted to dance in identified facilities with synthetic or specialized floors unless appropriate shoes are worn so as not to damage the floor surface;

c. No overcrowding shall take place, and the number of persons allowed in the hall shall be limited to the seating accommodation available. No person shall be allowed to congregate in the passages, aisles or doorways leading to such a facility. When the available seating accommodation has been occupied, the Lessee shall prevent the admittance of any persons in excess of such seating capacity;

d. All requirements as prescribed by the Metro relating to the carrying of firearms shall be met;

e. The Metro will not be held liable if Lessee and his/her guests (including children) enter prohibited or restricted areas as designated within the various facilities.

(2) The caretaker or any duly authorised official of the Metro shall be entitled at all times to enter a facility hired in terms of these By-laws.

31. Stipulations Regarding Conduct within Facilities

No Person shall:

(a) Display any mural decoration of any description or any interior or exterior decoration flags, banners, emblems, poster or notices or similar articles in or on any portion of a facility except if provision has been made for;

(b) Display any poster or similar advertisements at the entrance to a facility except on the display board provided by the Metro for these purposes. Such poster and advertisements may be displayed on such boards not more than 14 days prior to the event function for which a facility has been hired;

(c) Affix any screw or nails in or on any property of a facility. The use of any adhesives has to be discussed with the caretaker;

(d) The use of candles without proper holders or floor protection is prohibited. If candles are used the local Fire Station must be informed;

(e) Installation of temporary fountains, decorations, displays, etc. will be restricted to designated areas;

(f) No labels or tags that may mark, damage or stain equipment will be allowed (e.g. reservation of seating);

(g) No bicycles, motorcycles, skateboards, or roller skates will be allowed into any hall or on the surrounding areas of the facility;

(h) No person shall smoke in any facility as provided for in the relevant legislation;

(i) No smoke machines will be allowed at centres/halls with smoke detectors;

(j) No decorations, furniture, fittings, apparatus, equipment or property of any nature whatsoever shall be brought on stage by the Lessee without consent of the Metro.

32. Vacating of facility

(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, a penalty tariff will be charged.

(2) Under no circumstances and without the explicit consent of the Metro, shall pianos and organs be removed from its existing place.

33. Admission of Public and Selling of Tickets

The Lessee shall be responsible for all arrangements in connection with admission of the public to the facility; the provision of ushers, police and such staff as may be required to control the admission of persons to the facility and the sale of tickets.

34. Temporary Liquor Licence

The responsibility for obtaining a temporary liquor licence will rest upon the lessee where alcohol is sold to the Public during a function.

35. Gatherings legislation

The applicant will be responsible to obtain approval for his/her event from the Chief of Police: Ekurhuleni Metro Police Department in terms of the relevant legislation.

36. Discos and bashes will be allowed in halls on the following conditions

(1) A refundable deposit as promulgated by the Council must be paid upon booking.

(2) No discos/bashes will be allowed at facilities situated within 200m of a residential area.

(3) Alcohol sold at these functions must only be in tins. No glass bottles will be allowed.

37. Cancellation of exhibition / performance

The Metro reserves the right in the case of any public exhibition, performance, entertainment, film show or other exhibition to at any stage of such activity, i.e. before and/or after commencement, cancel such activity should it be found by the Metro to be undesirable for public showing. The Metro will cancel any agreement with the Lessee, and no compensation shall be payable by the Metro to the Lessee in respect of any loss which may be suffered as a result of such cancellation.

38. Music licence

The responsibility for obtaining a SAMRO licence will rest upon the Lessee.

39. General Conditions at Swimming Pools

(1) Every person using any of the swimming pools in Metro shall, before being admitted to the swimming pool pay the promulgated tariff as stipulated in the proclaimed tariff structure, at the entrance, unless being specified as a free of charge swimming pool. These tariffs should be advertised by means of notice at the entrance of each swimming pool.

(2) No person shall use any of the swimming pools outside the normal pool hours, as advertised by means of notice at the entrance each swimming pool except the use of the pool for aquatic sports, gala's and competitions where the Metro reserves the right to set aside days and hours for special use of the swimming pools and to refuse admission to anyone at any time and charge special rates for the use of the pool on such occasions to the organizers of such an event. The organizers of any event at the swimming pools may charge admission to their competitors and spectators within reasonable rates.

(3) No person shall at any time, after being admitted to the swimming pool, intrude or interfere with the privacy of any other person while making use of the change room facilities at any time.

(4) No person under the age of ten years shall be allowed in the swimming pool area unless being accompanied by an adult person (18 years and older).

(5) No scholar will be allowed inside the premises during the stipulated school hours, excluding weekends, holidays and public holidays or organized school outings unless accompanied by a teacher.

(6) No male or female person above three years old, using the swimming pools shall enter or use any change room facility appropriated for the opposite sex.

(7) Any person using any of the facilities at the swimming pools will at all times exercise reasonable and proper care and will be liable on conviction in the case of carelessness or negligent breakage of any conveniences of any swimming pool.

(8) No person using these facilities shall be a nuisance to any other member of the public at any time and will be asked to leave the premises by the pool superintendent in such case.

(9) No person while on the premises shall conduct themselves in a disorderly or improper way, disturb or interrupt any other person, including the pool superintendent / lifesaver performing duties.

(10) No animals are allowed on the premises, unless it is a guide dog.

(11) No person shall while on the premises use any indecent or offensive language or behave in an indecent or offensive way.

(12) No person shall use any swimming pool for any other means but recreational swimming or aquatic sports within normal operating hours.

(13) No person under the influence of intoxicating substances will be allowed on the premises. Should a person be found under the influence of intoxicating substances, he/she will be asked by the relevant, designated official to leave the premises immediately without refunding of any fees paid.

(14) No floatable will be allowed on the water without the permission of the pool superintendent on duty.

(15) No littering will be allowed at any swimming pool.

(16) Only properly / appropriately attired persons (swimming costume/swimming shorts) will be allowed in the water and no other forms of clothing will be allowed without permission of the relevant designated official on duty.

(17) No person shall appear in the nude outside the dressing room facilities.

(18) No person shall without the consent of the Metro erect any advertisement, placard or notice of any description at the swimming pools or any structures ancillary to the premises.

(19) No person shall wilfully or improperly foul or pollute the water in any swimming pool, or wilfully or improperly soil or deface any change room, box or compartment or any furniture or article contained therein.

(20) Any person who in the opinion of the swimming pool superintendent contravenes these By-laws may be requested by him/her to furnish his/her name and address and to leave the swimming pool.

(21) The relevant designated official shall at any time have the right to refuse any person admittance to the swimming pool and using discretion prohibit any person from entering the swimming pool for any period although the person in this section may have paid. In cases where a person is refused entry reasons shall be provided on written request through the Executive Director.

(22) No firearms, dangerous objects or intoxicating substances will be allowed on the premises.

(23) No glass bottles or glass tumbles will be allowed on the premises.

(24) No photographing will be allowed on the premises without the prior permission of the relevant swimming pool superintendent.

40 Compliance with By-laws & Penalty Clause

(1) The Lessee shall observe all provision of any law or ordinance 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/her and shall not permit or countenance any breach thereof.

(2) Should any of the provisions of these By-laws not be complied with, the City Manager or his/her nominee shall be entitled at any time to cancel the letting of the facility and no compensation shall be payable by the Metro to the Lessee for any loss which he/she may sustain by reason of such cancellation.

(3) Any person contravening any provision of these By-laws shall be guilty of an offence and shall be liable on conviction to a fine not exceeding R2 000, 00 (Two Thousand Rand) and in the case of continuing offence, a fine not exceeding 10% of the promulgated fine per day, for every day of which the offence continues or imprisonment for a period not exceeding 12 months.

For Office Use	
File:	1/4/1/1/2
Council Resolution:	A-SR 10-2003 dated 24 April 2003
Gauteng Provincial Gazette Number	296 dated 30 July 2003
Local Authority Notice Number	1433
Amended by Council Resolution:	A-SR (01-2006) 26 October 2006
Gauteng Provincial Gazette Number	13 dated 24 January 2007
Local Authority Notice Number	124
Amended by Council Resolution:	A-SR (02-2008) 26 June 2008
Gauteng Provincial Gazette Number	No 239 dd 3 September 2008
Local Authority Notice Number	2008