**Rusape Town council (Public Amenities) By-Laws 2023**

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IT is hereby notified that the Minister of Local Government and Public Works has in terms of section 229 of the Urban Council Act [*Chapter 29:15*], approved the following by Rusape Town Council

PRELIMINARY

*Title*

1. These by-laws may be cited as Rusape Town Council Public Amenities By-laws, 2023.

 Application

2. These by-laws shall apply to Rusape Town Council—

*Interpretation of terms*

3. in these by-laws—

“Approved” means approved by the council or by any authorized official of the

Council.

“**appurtenance,”** means any installation or appliance in the premises and includes, without derogating from the generality of the foregoing, any keys, locks, windows, sewerage pans, basins, water taps and fittings.

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

**“Artist”** means anyone who is involved in the creation or production of music, dance, theatre, crafts, films, video, traditional and community art, musical theatre and literature.

“**Authorised official**” means any person authorised by council to assist it in giving effect to these by-laws.

“**Council**” means the Rusape Town Council.

**“Hirer**” means any person who applies, pays and obtains approval for the use of the facilities.

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

**“Premises**” means any land, building or structure or any portion of land, building or structure on or in which the arts and cultural activities regulated by these By-laws are carried out or on which a centre had been constructed.

“**Prescribed fee”** means fees approved by Council.

“**Property”** means the assets on which the premises or buildings of the Council are situated.

 **“Maintenance”** includes cleansing, repair and renewal.

**“Nuisance**” means a condition which tends to endanger the health, or interfere with or disturb the ordinary comfort, convenience, peace, or affect the rights, of the public or any section of the public.

“Occupier”, in relation to any land, means the person in lawful occupation of the land, and who has the right to exercise control over such land.

“**Public amenity area”** means any public park, garden, traffic island or developed open space which is in any way vested in or under the control of the council , and includes any children’s play-ground, market places, termini, public swimming-bath, Council sports-field or stadium, or any car-park, and any such area set aside for the convenience or relaxation of the public;

“**Satisfaction**” means meeting set standards prescribed by Council.

# APPLICATION FOR HIRING OF PUBLIC AMENITIES

1. (1)Any person wishing to apply for the public amenities must-
	1. Submit an application in the form prescribed by the Council for the purpose.
	2. Ensure that such application form is received by the Council not less than 7 working days prior to the date on which the premises and facilities are first required by the applicant.
	3. Pay the prescribed fee as per Council budget for the use of the public amenity area.
	4. Council may exempt any person or organization, on good cause, from the payment of prescribed fee.

1. the Council may refuse to hire out any premises or facilities in terms of section 4(1), or to cancel any booking thereof if-
	1. the premises or facilities are to be used for any unlawful purposes; or
	2. The premises or facilities being applied for are required by the Council for municipal purposes at the same time.
2. No compensation is payable by the Council to the hirer for any loss which the hirer may suffer by reason of the Council having acted in terms of subsection (2), provided that the Council may in its discretion refund all the charges that have already been paid to it in respect of the application.
3. The hirer is limited to the use of the facilities specified in the application form and not use any other facilities for which he or she had not applied.
4. The facilities and accommodation so hired may not, except with the prior written approval of the Council, be used for any purpose other than the purposes indicated on the application form.
5. No premises or facilities hired out by the Council may be used for the purpose of conducting any form of religious worship, unless the express written consent of the Council to such use has been given in writing; provided that-
	1. such use may be made on the premises only at the times specified in the contract of hire or letter of approval; and
	2. The Council is entitled to refuse its approval unless it is satisfied that such use will not, by reason of singing, chanting, acclamation or other form of noise producing worship will not constitute an undue interference with the amenities normally enjoyed by other occupants of the building or occupants of neighbouring buildings.
6. Any person who contravenes subsection 1, 2, 3 and 4 shall be liable to a penalty as per Council budget and Council shall take the necessary steps to stop the proceedings of such activities.

**PERIOD OF USE**

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

 (2) Council shall charge a late finishing fee as per Council budget for use which extends after the prescribed hour of closing, provided that such extension does not compromise the next booking.

 (3) Any person who makes an application for the use of premises and/or facilities in terms of the provisions of section 4 may subsequent to the approval of such application and the reservation of such premises, apply for the postponement of such reservation to a later date, without penalty or forfeiture. The Council reserves the right to refuse such a postponement if the premises and/or facilities have in the meantime been reserved for use by another or others on the dates to which the postponement is sought.

 (4) Any person who refuses to vacate the hired premises upon the expire of their booking period shall be liable to penalty as per Council budget and Council shall take the necessary steps to remove such a person.

# CANCELLATION OF HIRING

1. Any person who has already made an application for reservation of premises or facilities may cancel such reservation. However, if-
	1. A reservation is cancelled one month or longer prior to the commencement date of such reservation the hirer shall receive a full refund of the prescribed fee as already paid subject to the deduction of an administration fee as per Council budget.
	2. A reservation is cancelled for more than 15 days but less than one month prior to the commencement date of such reservation, the hirer shall receive a 50% refund of the prescribed fee already paid, subject to the deduction of an administration fee as per Council budget.
	3. A reservation is cancelled 1 day or less prior to the commencement date of such reservation, the hirer is not entitled to receive any refund of the prescribed fee already paid.
2. The Council may cancel the hire of facilities if -
	1. the facilities are destroyed or are damaged to such an extent as to be substantially unusable; or
	2. there is damage to the facilities such that, although subsection (1(a) does not apply, the premises have been rendered substantially unusable because of absence of access or supply of any necessary municipal service or amenity: or
	3. There is destruction or damage to the premises or parts thereof to neighbouring buildings, whether or not the hired premises are involved and the Council decides not to proceed with the hire of the premises in order to engage in reconstruction, renovation or rebuilding or for safety reasons.
3. Any decision made in terms of subsection (1) shall be communicated by written notice given by the Council to the hirer within a reasonable period of the taking place of the event referred to in subsection (1)(a) giving rise to the cancellation; provided that in the case of notice given in terms of subsection (1)(b) and (c), such notice shall be deemed to be effective as from the date on which the damage or destruction, as the case may be, took place.
4. No hirer shall have any claim against the Council, its employees or authorized representatives or service providers arising out of the damage to or destruction of the premises or any part thereof or for the resultant loss of beneficial use of the premises by such hirer.

# SIMULTANEOUS HIRE

7 (1) The council may let any premises or parts thereof to different hirers for simultaneous use and in such a case, each hirer must use all the ancillary facilities which serve the different parts of the premises in common jointly with the other users and in such manner that all the different hirers, their guests, consumers and patrons, are able to enjoy the use of the facilities without infringing on the rights of use by others.

#  SUB-LETTING

8 (1)The hirer shall not sub-let any of the hired premises or facilities to any person or organization nor shall the hirer cede, pledge or renounce in favour of another person any of his rights or obligations under these by-laws nor allow any other person to occupy the premises without the prior written consent of the Council.

(2)Any person who contravenes subsection 1 shall be liable to a penalty as per Council budget and Council shall take the necessary steps to stop the proceedings of such activities.

#  CONDITION OF PREMISES

9 (1) The hirer shall inspect the hired facilities, including all installations, appliances, fittings, accessories and furniture before he commences to use the same installations, appliances, fittings, accessories and furniture and if the hirer finds that any of the installations, appliances, fittings, accessories and furniture on the premises are not in a proper state of repair, the hirer must report this to the Council.

(2)If the hirer fails either to inspect the facilities in terms of subsection (1), or to report any other defects found, it may be deemed that upon commencement of occupation by the hirer, everything in the premises was in a proper state of repair.

(3)The hirer shall be required to pay a security deposit as per Council budget before undertaking use of the hired premises.

(4)Council shall inspect the premises at the expiry of hire, should there be any defects found on the premise the security deposit shall be utilised to cover the costs of the extent of such damages and if such security deposit does not adequately cover the cost of damages caused, Council shall bill the extra cost against the hirer.

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#  ADVERTISEMENTS AND DECORATIONS

10(1) any advertisement done by a hirer shall be done in accordance with the provisions of these by-laws.

(2)Every hirer shall before vacating the hired premises on the termination of the period of hire for any reason whatsoever, remove all posters, notices, decorations, flags, emblems, signs and other forms of advertisement or direction erected or affixed by him or her, and make good any damage caused by such removal.

(3)Any person who contravenes subsection 1 and 2 shall be liable to a penalty as per Council budget.

#  ADMISSIONS AND SALE OF TICKETS

 11 The hirer is responsible for all arrangements in connection with the admission of the members of the public to any cultural or other activities on the premises; and the provision of ushers and other persons necessary to control the admission of persons to the premises, and the sale of tickets.

# OVERCROWDING

12 (1) No overcrowding of the premises or facilities may be allowed at any time during any of the hirer’s cultural activities and the hirer shall comply with the Council’s requirements prescribing the maximum number of persons allowed on the facilities during cultural activities,

(2) Without detracting from the general requirements referred to in subsection (1), the hirer may not allow more persons admission to the premises than the number of available seats or, where seating is not provided, the maximum number of persons prescribed by notice on the premises or as stipulated in the contract of hire.

(2)Council shall not be held liable to any damage to any third-party property and physical injury to individuals as a result of a violation of this section.

(3)Any person who contravenes subsection 1 and 2 shall be liable to a penalty as per Council budget.

#  SALE OF REFRESHMENTS

13(1)No person may sell food or soft drinks or liquor products on or in any hired premises during any activities for which they have been hired, without the prior written consent of Council.

(2)Any person who contravenes subsection 1 shall be liable to a penalty as per Council budget and Council shall confiscate such food, soft drinks or liquor products.

#  SERVICES

14(1)The nature of the municipal services to be provided to the facilities by Council or its employees, authorized representatives of the Council or a service provider is at the sole discretion of Council.

(2)Neither Council nor its employees or authorized representatives of service providers are liable for the non-receipt or non-delivery of goods, postal matter or correspondence belonging to the hirer, nor are they liable for anything which the hirer, his or her employees, invitees, agents, directors or representatives may have deposited or left in the premises or any part thereof.

(3)The Council may take such steps as it may consider necessary in its discretion for the proper maintenance and operation of any common areas in the premises.

(4)An authorized representative of the Council may attend the hirer’s function to ensure compliance with any provision of these by-laws.

(5)The hirer is not entitled to the official services of any authorized official or other representative of the Council who attends the hirer’s function in terms of subsection (4).

(6)The hirer is not entitled to receive gratuitous cleaning or other services from the Council in connection with the hirer’s activities during the preparation of a function or during a function.

#  EXCLUSION OF LIABILITY

15 (1) The Council, its employees, and service providers are not liable for -

* 1. any damage or loss sustained by any person as a result of an insufficient supply or interruption in the supply of municipal services to the premises, or due to any act or omission on the part of the Council, its employees authorized officials or representatives or service providers if the Council considers the interruption necessary to enable it to exercise any of its rights or carry out its obligations under these by-laws or under any other law.
	2. any loss, theft or damage caused to the stock-in-trade, furniture, equipment, installations, books, papers, clothing or other articles of any stature whatsoever kept in the hired premises by the hirer or anyone else whether in regard to the hirer’s business or not;
	3. any consequential loss suffered by the hirer or anyone by making use of the facilities on the hired premises or as a result of rain, hail, lightning, wind, fire, storms, riot or civil commotion or for loss of life or injury to the hirer or anyone else on or in the premises.
	4. any loss suffered by the hirer or anyone else as a result of any failure or defect of any of the facilities on the hired premises: Provided such failure or defect is not attributable to any wilful act or omission on the part of Council,
1. Every hirer shall at the time of application to hire any premises and/or facilities applied for, complete and sign an indemnity form required by the Council in favour of the Council, its employees and service providers.

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#  FIRE HAZARDS AND INSURANCE

16 (1) A hirer shall not at any time bring or allow to be brought or kept on the premises, nor undertake nor permit to be done or undertaken in the premises, any matter, thing or activity whereby the fire or any other insurance policy of the building concerned may become or becomes void or voidable or whereby the premium for any such insurance may be or increased.

(2) Council may at any time at its discretion require the hirer to take up insurance of the premises hired with an insurance company approved by the Council, against loss or damage by fire or any other cause during or as a result of any function for which the facilities are hired.

(3)Any person who contravenes subsection 1 and 2 shall be liable to a penalty as per Council budget.

# STORAGE FACILITIES

17 The Council shall not be responsible for providing facilities for the storage of the equipment of the hirer, or the hirer’s employees, visitors, supporters or agents during any period prior to, during or after an activity at the centre.

# EQUIPMENT

18 (1) A hirer, who requires the Council to supply any equipment for use during a function, may use such equipment only with the permission of the Council and under the supervision of an authorized official. If the hirer causes damage to the equipment shall be liable for the repair or replacement costs thereof.

# REGULATIONS

19 (1)The hirer shall comply with the Council’s regulations security and fire protection regulations which may from time to time be in respect of the premises.

# NUISANCE

20 (1)No person attending any activity in hired premises shall conduct himself or herself in an unseemly or obnoxious manner or cause a nuisance or annoyance to other people in or users of the premises, or to occupiers of other parts of the building or neighbouring buildings.

 (2)An authorized official of the Council may, during any activity of the hirer, direct that the hirer removes from the facilities any person who is in a state of intoxication and who is behaving in an unseemly or obnoxious manner or causing a nuisance or annoyance to other people in or users of the premises, or to occupiers of other parts of the building or neighbouring buildings –

# Occupation of Council premises

21 (1) No person shall—

1. erect any kraal, hut, fence, shelter or other erection on any public amenity without Council approval; or
2. make or use any vehicle road or track over or through any public amenity, other than such public roads the use of which shall be permitted by the Council from time to time; or
3. tether any animal, including a domestic pet, in any street or public place in such a manner as to cause an obstruction or a nuisance; or
4. park delivery carts of the distribution of milk or other products on any Council premise, other than at such places as may be set aside for such purpose; or
5. park, deposit or abandon any disused, dismantled or derelict vehicle, motor-vehicle or machinery, or any part thereof, whether in running order or not, on any public amenity without the prior written approval of the council and under such conditions as may be laid down by the council.

(2) The Council shall instruct any unauthorised occupation and structures highlighted in subsection (1) to be destroyed.

(3) No compensation shall be paid by the Council in respect of any structures destroyed in terms of subsection (2).

# Removal of unauthorized buildings, structures or equipment

.22 (1) Where any person has—

1. erected any kraal, hut, fence, shelter or other erection; or
2. parked, deposited or abandoned any disused, dismantled or derelict vehicle, motor- vehicle or machinery, or any part thereof;

on any public amenities without the prior written approval of the Council, the Council may serve a written notice on the owner or person responsible for such building, structure, vehicle or machinery to remove such kraal, hut, fence, shelter or other erection or machinery from the public amenities within a time to be specified in such notice.

 (2) Any person who contravenes subsection (1) shall be guilty of an offence and penalty as per Council budget and Council shall cause such items to be removed and the costs shall be recovered from the offender.

# Damage to structures by the public

23 (1) In any public amenity area, no person shall remove or damage any fountain, statue, monument, bust, post, chain, railing fence, fencing-post, pole, seat, barrier, gate, lamp, lamp-post, notice-board or plate, house, building, shed, urinal, water-closet, flag, mark, playground equipment or other thing or deface or disfigure the same by pasting or affixing, in any way, any bill, placard or notice, or by cutting, writing, stamping, painting, drawing or marking hereon.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and shall be liable to penalty as per Council budget.

# Injury to animal life

24(1) in any public amenity area, no person shall—

a) Catch or snare any bird or animal; or

b) Lay or place any net, snare or trap for the taking of birds or animals; or

(c) Take any bird’s egg or nest; or

d) Shoot or chase or attempt to shoot any bird or animal; or

e) Throw any stone or stick or other missile, with intent to injure or catch any bird or animal; or

f) In any way interfere with any fish, or any aquatic bird or animal:

Unless he is possession of a valid permit to do so, issued by the council.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and shall be liable to penalty as per Council budget.

25(1) in any public amenity area, no person shall —

# Enclosures

1. go, or attempt to go, into any enclosed place, plantation or garden, or temporary enclosure, entry to which is prohibited by the display of a notice at such place, plantation, garden or enclosure; or
2. Make or attempt to make any enclosures.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget and Council shall instruct the offender to destroy his or her enclosure at his or her own cost and restore the land to its previous state.

#  Use of public amenities

26(1) in any public amenity area, no person shall—

a) Erect or place any post, rail, fence, pole, peg, spike, tent, booth, screen, stand or swing, or any building, erection or obstruction of any kind whatsoever, without the consent of the council; or

b) Deposit or leave any refuse, rubbish, paper, bottle, dead animal or other matter or thing; or

c) Turn livestock out to grass or feed, or allow or suffer livestock to stray or remain; or

d) Use any part of any public amenity area for shaking, beating, brushing or cleaning any carpet, mat, car or other thing, or gas dispensing or for drying or bleaching linen clothes or other articles.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable for a penalty as per Council budget.

# Wheeled traffic

27(1) In any public amenity area, no person shall—

(a) ride any horse, or ride, drive, draw or propel any cycle or vehicle, other than a wheeled chair or perambulator drawn or propelled by hand and used solely for the conveyance of a child or an invalid, without the written approval of the council, except in the places and at the times which shall be defined by the council by notices affixed or set-up at or near several entrances to any public amenity area; or

(b) Draw, drive, propel, stand or place upon, or over, any part of a flower bed or lawn any wheeled vehicle or machine whatsoever.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget.

# Use of public water amenities

28(1) in any public amenity area, no person shall—

(a) Pollute; or

(b) Wash clothes or other things in; or

(c) Bathe or wash any dog or animal, or allow any dog or other animal to be in; or

(d) Bathe, jump into or throw, or be a part to throwing or pushing, any person into,

Any lake, fountain, ornamental water, dam, public stream, conduit, aqueduct or pool.

(2) No person shall, within a public amenity area, catch, or attempt to catch, any fish in any lake, fountain, public stream, pool, dam or ornamental water, unless fishing in such water has previously been authorised by the council.

(3) Any person who contravenes subsections (1) and (2) shall be guilty of an offence and liable to a penalty as per Council budget.

# Fire-arms and miscellaneous weapons

29 (1) In any public amenity area, no person shall—

(a) Discharge any fire-arm, firework, catapult, sling or pellet-gun, throw any stone, stick or other missile; or

(b) Use any squirt, syringe or other instrument; or

(c) Do anything which may be a nuisance, obstruction or annoyance to the public.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget.

# Public conduct

30(1) in any public amenity area, no person shall—

 (a) brawl, fight, use profane, indecent or improper language, be intoxicated or drugged, bet, gamble, beg, lie on any seat, or behave in an indecent or offensive manner, or commit any nuisance; or

(b) sell, or offer or expose for sale or hire, any commodity or article, or distribute any pamphlet, book, handbill, or other printed or written matter, except with the consent of the council; or

(c) Use, or attempt to intrude upon or use, any water – closet, urinal or other place of convenience provided for the opposite sex; or

(d) play cricket, football or any other game, except on the places and at the times set apart for such games by the council; or

(e) Take into, or have in, any public amenity area where notices prohibiting the

Admission of dogs are exhibited, any dog not led by a chain, leash or other sufficient fastening; or

(f) Smoke in any place or building in which, by notice affixed at or near the entrance to such place or building, smoking is prohibited; or

(g) Take photographs or paint pictures or make sketches for sale by way of business without the prior written approval of the Council.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget.

#  *Noise*

31(1) In any amenity area, no person shall—

(a) play or make sounds on any musical instrument, radio, gramophone, tape recorder or other instrument so as to create a nuisance; or

(b) deliver, utter or read aloud any public speech, prayer, book, or address of any kind, or sing any sacred or secular song, or hold any public meeting or assemblage, except with the prior written approval of the Council.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget.

#  *Compliancy*

32(1) In any public amenity area, no person shall—

(a) assault or resist, or aid or incite any person to assault or resist, any employee of the council or other person in the execution of his/her duty or the lawful exercise of any authority under these by-laws or otherwise; or

(b) refuse to leave such public amenity area at or after the time of closing the gates, when requested to do so by any employee of the council or member of the police or unlawfully remain therein after the gates are closed, or climb on or over any gate, fence or railing, or enter or leave otherwise than through one of the authorised means of ingress or egress; or

(c) obstruct, disturb, interrupt or annoy any person in the proper use of such public amenity area.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a penalty as per Council budget.

# *Hours of Closing*

33(1) The Council shall, by notice posted at or near the entrance gates, indicate the hours during which any public amenity area is closed to the public, and may, for any special purpose, by means of such notice, close any such public amenity area, or any part thereof, or any building therein, to the public for such time as the Council may from time to time consider necessary or expedient.

# *Special Uses*

 34(1) The Council may from time-to-time grant to any person or association of persons the exclusive use of any public amenity area, or of any portion thereof, for the purpose of any sport, game or public meeting, during such hours and for such period as the Council may deem fit, such use shall only be permitted upon payment of a fee as per Council budget.

(2) The Council may from time to time reserve a portion or portions of any public amenity area for any specific purpose, and may give orders, by means of a notice or notices posted at or near the entrances or in any such public amenity area, for the regulation of traffic therein.

(3) No person shall interfere with, or in any way hamper, any exclusive use granted in terms of this section, or neglect or refuse to obey any order made in terms of this section.

(4) Any person who contravenes subsection (3) shall be guilty of an offence and liable to a penalty as per Council budget.

# *Authority*

35 (1) It shall be lawful for any duly authorised employee of the council or any member of the police to exclude or remove from any public amenity area any person committing any breach of these by-laws.

 (2) No person, after being told by an authorised person or a police officer to go from a public amenity area—

 (a) Shall neglect or refuse to go; or

 (b) Having left the place, or having been removed therefrom.

(3) Every person shall on being required to do so by an authorised official in a public amenity area inform such duly authorised official of his correct name and address.

(4) Any person who contravenes subsection (1), (2) and (3) shall be guilty of an offence and liable a penalty as per Council budget.

# *Obstructing authorized official*

36 (1) Any person who obstruct or hinder any official in the execution of his/her duties under these by-laws.

shall be guilty of an offence and liable to penalty as per Council budget.