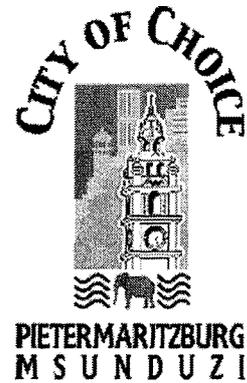


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THE MSUNDUZI MUNICIPALITY

MARKET BY-LAWS

MSUNDUZI MUNICIPALITY
MARKET BY-LAWS

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MSUNDUZI LOCAL MUNICIPALITY
MARKET BY-LAWS

The Msunduzi Municipality acting in terms of section 98 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), read with section 13 of the said Act, hereby publishes the By-laws set forth hereafter, as made by the Municipality, which By-laws shall come into effect on the date of publication thereof.

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THE MARKET BY-LAWS
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INTERPRETATION AND FUNDAMENTAL PRINCIPLES

1. Definitions

In this by-law, unless the context otherwise indicates, the following words will have the meanings as indicated below:

"Act" means the Agricultural Produce Agents Act, 1992 (Act 12 of 1992), as amended or as replaced.

"agricultural product" means an article specified in Part A of Schedule 1 or any article added thereto in terms of section 1(2) of the Act;

"APAC" means the Agricultural Produce Agents Council as defined in the Act or its Successor in Title."

"appeal" means an appeal in terms of section 62 of the Municipal Systems Act;

"bank" means a public company registered as a bank in terms of the Banks Act, 1990 (Act 94 of 1990);

"Bank Guaranteed facility" means an account approved by the Market manager that enables the holder of the account to purchase an agricultural product against a Bank Guarantee held by the Market.

"buyer" means any person who is the holder of a buyer's card issued by the market administration and who purchases an agricultural product at the market;

"consigner" means the principal or owner who, at the time of its delivery to the market agent, carried the risk of profit or loss of an agricultural product;

"Constitution" means the Constitution of the Republic of South Africa, 1996;

"Council" means the Council of the Msunduzi Municipality

"designated area" means the control point as determined by the Market Manager from time to time where the consigner will declare an agricultural product for delivery at the Pietermaritzburg Market

"direct sale" means a sale of an agricultural product taking place on the market premises between the consigner of the agricultural product and a wholesaler or retailer;

"Fee" means a fee, charge or tariff levied by the Msunduzi Municipality in terms of the Municipal Systems Act in respect of a city function or service;

"fidelity fund certificate" means a fidelity fund certificate issued in terms of section 16 of the Act;

"floor sale" means a sale concluded on the market floor between a market agent and any third party;

"market" means the Pietermaritzburg Market of the Msunduzi Municipality

"market administration" means the duly appointed management team responsible for the management of the market on behalf of the of the Msunduzi Municipality

"market agent" means an agent as defined in section 1 of the Act who is allowed by the Msunduzi Municipality to conduct business at the Pietermaritzburg Market on the

market floor;

"market agent's licence" means a market agent's licence issued in terms of section 11(3) of the by-law;

"market floor" means the floor area of a market hall situated on the market premises and reserved exclusively for trading by market agents;

"market hall" means an area on the market premises allocated for the purpose of displaying and selling an agricultural product;

"Market Manager" means the Municipal employee designated directly in charge of the Market.

"market premises" means the immovable property situated in Market Road, Mkondeni, Pietermaritzburg and includes any other property or premises designated by the Msunduzi Municipality for the propose of conducting the business of a fresh-produce market or any other business or businesses incidental thereto;

- "market product"** means –
- (a) with regard to market agents, an agricultural product; and
 - (b) with regard to wholesalers and retailers, an agricultural product and any article or product approved in writing by the market manager which article or product is to be offered for sale on the market premises;

"Municipal Manager" means the person appointed as such by the Msunduzi Municipality as the Accounting Officer or his duly authorised nominee.

"Msunduzi Municipality" means the local authority established in terms of the Municipal Structures Act, Act 117 of 1998)

"Municipal Structures Act" means the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), as amended;

"Municipal Systems Act" means the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), as amended;

"operational unit" means a mechanical vehicle or device powered by battery, gas or fuel, and includes –

- (a) a forklift;
- (b) a cleaning or washer unit or device;
- (c) a maintenance unit or device;

"person" means a natural person and includes any legal entity recognised by law;

"retailer" means a person other than a market agent in respect of whom a service level agreement or any other agreement exists with the Msunduzi Municipality for such person to do business as a business on the market premises;

"sales docket" means a docket issued in terms of section 19(4);

"sales permit" means a permit issued in terms of section 13(3);

"salesperson" means a person who is the holder of a sales permit issued by the market manager and a fidelity fund certificate issued by the Agricultural Produce Agents Council in terms of the Act, and who does business on the market floor;

"vehicle" means any mechanical drivable unit or device, including but not limited to a pedal cycle, developed for the transportation of people and/or goods, and includes

any other unit or device in use for operational purposes at the market but excludes an operational unit; and

"wholesaler" means a person other than a market agent in respect of whom a service level agreement or any other agreement exists with the Msunduzi Municipality which agreement allows the person to conduct a wholesale business on the market premises, provided that he does not conduct over-the-counter sales with the general public.

2. Gender

Any reference in this by-law to one gender includes the opposite gender and any other legal person recognised by law.

CHAPTER 1

3. Market days and hours

- (1) The market must be open on the days and during the hours determined by the Municipal Manager from time to time.
- (2) Subject to subsection (1), trading on the market floor may take place only during the hours determined by the Market Manager.
- (3) A market agent may sell an agricultural product otherwise than on the market floor only with the prior approval of the Market Manager, provided that the agricultural product thus sold is first captured as stock on the market system, after which a proper sales docket is generated for the sale by the market agent concerned, and provided further that the Msunduzi Municipality is paid the fee determined in terms of section 20 below for the sale.

4. Risk of profit and loss

The risk of profit and loss of an agricultural product brought onto the market premises must at all times be solely that of the consigner of the agricultural product. Nothing stated in this section may be so interpreted as to absolve market agents from fulfilling their obligations under this by-law, provided that the Municipal Manager is authorised to acknowledge at his discretion any claim not exceeding R100 000,00 and to make payment for the claim; provided further that any claim in excess of this amount will be referred to the Council for consideration.

5. Control and risk of an agricultural product

- (1) Any agricultural product offered for sale must, before it is brought onto the market floor, be registered with –
 - (a) the Msunduzi Municipality in the manner and format required by the Municipal Manager; and
 - (b) the market agent to whom the agricultural product is consigned in the manner prescribed in subparagraph (4) below.
- (2) An agricultural product that is brought onto the market premises and is not for sale on the market floor must be declared and registered as such in accordance with subsection (1), failing which the market administration may refuse the agricultural product and prohibit it from being brought onto the market premises.
- (3) Simultaneously with the registration referred to in subsection (1), further particulars on an agricultural product delivered by a consigner must be provided at the

designated area as required from time to time by the market administration.

- (4) When an agricultural product is consigned to a market agent, the market agent must –
- (a) upon delivery of the agricultural product to him, sign to acknowledge receipt of the agricultural product and specify the date and time of the delivery;
 - (b) allocate a consignment number, prepared in accordance with the information required in subsection (3), and hand proof of the receipt to the market administration;
 - (c) immediately make all the necessary arrangements to offload and place the agricultural product in the space or enclosure provided to him for the agricultural product; and
 - (d) accept accountability to the consigner for the quantity of the agricultural product specified in the necessary documentation.
- (5) If any person fails or refuses to comply with the provisions of subsection (1) or subsection (3), the market manager may refuse the agricultural product and prohibit it from being brought onto the market premises.
- (6) The provisions of subsections (3) and (4) do not apply to the agricultural product referred to in subsection (2) of section 5.

CHAPTER 2

6. Packing, stacking and display of agricultural products

A market agent must to the satisfaction of the Market Manager

- (a) conspicuously display, place and stack all agricultural products received by him, other than those stored in the cold storage facilities referred to in section 7, on the market floor in such a manner that an orderly appearance and healthy and safe environment are created;
- (b) at the daily closing of sales, display and restack all unsold agricultural products in the manner referred to in paragraph (a) above.
- (c) Ensure that all pallets and other items within the floor space are stored in an orderly and safe manner,
- (d) Ensure that his floor space and fencing is kept clean and hygienic at all times.

7. Cold storage and ripening

- (1) The Msunduzi Municipality may at the discretion of the Municipal Manager –
 - (a) establish, equip and operate cold storage facilities and ripening chambers on the market premises; and
 - (b) levy fees, as determined by the Council from time to time, for the use of the cold storage facilities and ripening chambers.

- (2) Any person who makes use of any cold storage facility or ripening chamber referred to in subsection (1) or any other facility of the Msunduzi Municipality at the Pietermaritzburg Market premises, does so at his risk, and the Msunduzi Municipality is not liable for any loss or damage, whether direct or indirect, suffered by the person.

8. Storage

- (1) No person may, without the prior written approval of the Market Manager, store or leave any agricultural product, article, item or thing of whatever nature in or near the market premises.
- (2) No person may, without prior written approval of the Market Manager, store any agricultural product, article, item or thing of whatever nature in the storage or other facilities provided by the Msunduzi Municipality on the market premises.
- (3) Any person who fails to comply with the provisions of subsection (1) and (2) is, notwithstanding any other provisions of this by-law, liable to the City of Msunduzi Municipality for payment of the storage fees determined by the Council from time to time.

9. Abandoned agricultural product

- (1) If the Market Manager on reasonable grounds, suspects that any agricultural product left on the market premises has been abandoned, he may direct that the agricultural product be –
- (a) sold if it is sound and fit for human consumption or use; or

- (b) removed and destroyed if it is unsound and unfit for human consumption or use.
- (2) If an abandoned agricultural product –
- (a) is sold, the Msunduzi Municipality will pay the proceeds of the sale, less the fee determined by the Council from time to time, to the person who is entitled to the proceeds, if his identity is known;
 - (b) is removed and destroyed, the Municipality will recover the fee, determined by the Council from time to time, from the person who abandoned the agricultural product, if his identity is known;
 - (c) is sold and the identity of the person entitled to the proceeds is not known, the proceeds will be paid into the trust account of the market agent who was in control of the product immediately before it was abandoned or, if it cannot be established with certainty which market agent exercised control over the product before it was abandoned, the proceeds will be paid into the separate account of the market.

10. Agricultural product unfit for human consumption

- (1) If the Market Manager on reasonable grounds believes that –
- (a) any agricultural product offered for sale on the market floor is diseased or unsound or unfit for human consumption, or that a container is likely to contaminate the agricultural product, he will immediately direct that that the container and the produce be destroyed.

CHAPTER 3**11. Market agents and their employees**

- (1) No person may do business as a market agent at the market unless he has satisfied any requirements of the APAC and is the holder of –
- (a) a fidelity fund certificate; and
 - (b) a market agent's licence.
- (2) An application for a market agent's licence must be made on the appropriate form available at the market administration offices situated on the market premises, which form must –
- (a) be accompanied by the application fee determined by the Council from time to time and the other applicable particulars and documents requested on the form; and
 - (b) be sent by post or be delivered to the market administration at the address indicated on the form.
- (3) A market agent's licence may be issued by the Municipal Manager to an applicant if –
- (a) in the opinion of the Municipal Manager, there is sufficient space available on the market floor to accommodate the applicant's business;

(b) the applicant has satisfied the Municipal Manager that –

- (i) he is fit, competent and the proper person to conduct the business of a market agent and has complied with the provisions of the Act and all other legislation on market agents; and

neither the applicant nor any of his directors, members or partners, as the case may be, have any direct or indirect interest in any other business of any person to whom a market agent's licence was issued;

(4) If the Municipal Manager is of the opinion that an applicant does not comply with any one or more of the provisions of subsection (3), he will refuse the issuing of a market agent's licence to the applicant and will notify the applicant in writing of the refusal. Should the applicant request reasons for the refusal in writing, the Municipal Manager will furnish these within 30 days.

(5) The Municipal Manager shall withdraw the market agent's licence if –

- (a) his fidelity fund certificate has lapsed, been withdrawn or suspended in terms of section 16 of the Act;

(6) The Municipal Manager may withdraw the market agents licence if

(i) in the case of the market agent being a company, close corporation or partnership, a change occurred in the shareholding of the company or the membership of the close corporation or the partners of the partnership without the market agent having obtained the Municipal Manager's prior written approval for the change;

- (ii) any one or more of the provisions of section 15(2), section 24(a) to (e), 24(f)(ii) and 24(g) and subsection (3)(b)(ii) are not complied with;

- (iii) the market agent enters into a business relationship or obtains a business interest that, either directly or indirectly, could harm, prejudice, impair or compromise the interests of the market; or
 - (iv) The market agent is in rental arrears to the municipality in excess of 90 days.
- (7) the Municipal Manager decides to withdraw the market agent's licence of a market agent, in which case he will notify the market agent in writing of his decision. A market agent whose market agent's licence has been withdrawn must, subject to the provisions of section 36, immediately cease to do business as a market agent. He may lodge an internal appeal as prescribed in section 62 of the Municipal Systems Act, 2000, but will remain suspended pending the outcome of the Appeal.
- (b) A Market Agent shall be entitled to lease at least one office on the Pietermaritzburg Market premises at a market related rental provided that such office space is available.

12. Automatic lapse of a market agent's licence

A market agent's licence is neither negotiable nor transferable and lapses automatically and is of no force and effect if –

- (a) in the event of a market agent being a natural person, he has died or his estate has become insolvent;
- (b) the market agent is a company or a close corporation that is placed under provisional or final liquidation.

CHAPTER 4**13. Salespersons**

- (1) No person will conduct business on the market floor unless he is the holder of a sales permit issued by the Market Manager.
- (2) An application for a sales permit must be made by the market agent on behalf of the salesperson on the prescribed form available at the market administration offices situated on the market premises, which form must –
 - (a) be accompanied by the application fee determined by the Council from time to time and the other applicable particulars and documents indicated on the form; and
 - (b) be sent by post or delivered to the Market Manager at the address indicated on the form.
- (3) A sales permit may only be issued to an applicant if he has satisfied the Marketer that he –
 - (a) is in the employ of a licensed market agent; and
 - (b) Is a fit, competent, proper and suitably qualified person to do business as a salesperson on the market floor.
 - (c) Has satisfied any requirements of the Agricultural Produce Agents Council and is registered with them.
- (4) If the Market Manager is of the opinion that an applicant does not comply with any

one or more of the provisions of subsection (3), he will refuse to issue a sales permit to the applicant and will notify the applicant in writing of his refusal and the reasons for it.

14. Withdrawal of a sales permit

- (1) A sales permit is neither negotiable nor transferable. The Market Manager will withdraw the sales permit of a salesperson if –
- (a) the salesperson is no longer in the employ of a market agent who has been issued with a market agent's licence in terms of section 11(3);
 - (b) any one or more of the provisions of section 13(3)(b) are not complied with;
 - (c) the sales person contravenes any provision of section 15(2), section 24(a) to (e) or section 24(f)(ii) or 24(g) to (h).

If the Market Manager decides to withdraw the sales permit of a salesperson, he will notify the market agent in writing of his decision. A salesperson whose sales permit has been withdrawn must, subject to the provisions of section 36, immediately cease to do business as a salesperson unless he has lodged an internal appeal as prescribed in section 62 of the Municipal Systems Act, 2000, in which event he will, subject to the conditions determined by the Municipal Manager, remain suspended until the outcome of his appeal is made known to him.

15. Market agents and floor sales

- (1) A market agent must conduct his business in accordance with the provisions,

principles and rules made under the Act, the provisions of this by-law and any other policies, procedures and practices of the Msunduzi Municipality which may from time to time be amended and are contained in letters or circulars of the market administration.

- (2) A market agent will conduct his business –
- (a) on the market floor, subject to the provisions of section 3(4), provided that at all times the agricultural product sold by the market agent is captured on the official system of the market administration; and
 - (b) on a commission basis only and he may not be involved in any direct sale otherwise than in his capacity as a market agent.
- (3) In conducting his business, a market agent may allow only salespersons to sell on the market floor.

16. Protective and corporate clothing

- (1) A market agent must –
- (a) subject to the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), supply his employees with the necessary protective clothing; and
 - (b) ensure that the protective clothing complies with the relevant policy of the Msunduzi Municipality.

The market agent will not allow any of his employees to work at the Pietermaritzburg

Market unless the employee is wearing the protective clothing referred to in subsection (1).

17. Market agents' signage

A market agent must at his expense –

- (a) affix a signboard on the door of the offices occupied by him, which signboard must be approved by the Market Manager and must bear the name of the market agent's business;
- (b) maintain the signboard in good repair; and
- (c) display in the market hall the name of his business in a manner approved in writing by the Market Manager

18. Floor sales

- (1) The parties to a floor sale must be the buyer and the consigner of the market agent concerned; the Msunduzi Municipality will not be a party to a floor sale or in any manner be held liable for the due fulfilment of the terms and conditions of the floor sale.
- (2) If an agricultural product on the market floor is sold –
 - (a) by weight, it must be the net weight of the agricultural product, and it is the responsibility of the market agent concerned to ensure that, before the agricultural product is offered for sale, the correct net weight of the

agricultural product is displayed –

- (i) on the agricultural product; and
- (ii) on the container if the agricultural product is in a container; and

(b) by sample, the bulk of the agricultural product must correspond in quality to the sample of the agricultural product exhibited, and the market agent concerned remains responsible for ensuring that any sample of the agricultural product exhibited corresponds in quality to that of the bulk of the agricultural product.

(3) The Market Manager is entitled but not obliged –

- (a) to take such measures as he may deem necessary to ensure that the provisions of this section or any other provisions of this by-law are complied with; and
- (b) to prohibit an agricultural product from being offered for sale if any of the provisions of this by-law are not complied with.

(4) An agricultural product on the market floor may only be sold to a buyer who holds a valid buyer's card issued by the market administration.

(5) When conducting a floor sale the buyer must immediately present his buyer's card to the market agent concerned, who must record the details of the sale in the manner determined by the Market Manager from time to time.

CHAPTER 5

19. Payment

- (1) The buyer of any agricultural product must, immediately after the sale, pay the purchase price in cash to the Msunduzi Municipality in the manner required by the Msunduzi Municipality, such purchase to then be in accordance with the financial regulations or other accounting policies or practices of the Msunduzi Municipality, payment of the purchase price to be effected by means of and on submission of the buyers card referred to in section 18 (4) and (5).
- (2) (a) The Market Manager may grant a deferred payment facility to a buyer on condition that the buyer furnishes, at the buyer's cost, a bank or cash guarantee for an amount determined by the Market Manager and pays the purchase price –
 - (i) before 11:45 on the second trading day following the date of purchase;
 - (ii) before 11:45 on the following Tuesday if the purchase was made on a Saturday; or
 - (iii) before 11:45 on the next business day if the purchase was made on a day before a public holiday.
- (4) After payment of the purchase price of an agricultural product has been effected or credit for the payment of the purchase price has been granted, the Msunduzi Municipality must issue a sales docket to the buyer, which sales docket must contain the details and information determined by the Municipal Manager from time to time.
- (5) Should a bank guaranteed buyer fail to pay for the purchase of an agricultural product,

the Msunduzi Municipality will, simultaneously with the payment referred to in section 20(2) below, pay into the trust account of the market agent responsible for the sale an amount equal to the amount of the sale and the Msunduzi Municipality will be entitled forthwith to recover the amount paid from the security provided to the Municipal Manager in terms of subsection (3) of section 19.

- (6) Buyers who deposit money into the Markets bank account via Electronic fund transfer will only receive credit on their buying card upon presenting proof of the electronic fund transfer and confirmation that the money has been received in the Markets bank account.

20. Commission on sales

- (1) The consigner is liable for payment to the Msunduzi Municipality of the fee determined by the Council from time to time for every floor sale concluded by him.
- (2) The Msunduzi Municipality will deduct the fee referred to in subsection (1) from the proceeds of the purchase price for every floor sale and will, not later than two business days following the day on which the floor sale took place, pay the balance of the proceeds of that floor sale to the market agent who was responsible for the floor sale or within such period as may be determined by the Act.

21. Collection and removal of an agricultural product

- (1) Subject to the provisions of subsection (2), a buyer must, within the conclusion of the sale of an agricultural product, collect and remove or cause to be collected and removed all the agricultural products purchased by him, provided that the Market

manager may at his discretion grant the buyer an extension of time for the collection and removal of the agricultural product.

- (2) No buyer or his representative may remove any agricultural product from the market floor unless –
- (a) he is in possession of the valid sales docket referred to in section 19(4) for the agricultural product; or
 - (b) permission has been granted by the Market Manager for the removal of the agricultural product.

CHAPTER 6

22. Default of buyer

- (1) If a buyer fails to present a buyer's card or to effect payment of the purchase price for the agricultural product purchased, the Market Manager may direct that the agricultural product be resold in a manner he may deem fit and expedient.
- (2) A buyer contemplated in subsection (1) is liable to the Msunduzi Municipality for payment of any loss of fees suffered by the Msunduzi Municipality as a result of the resale of the agricultural product, and the Market Manager is entitled to suspend the buyer's card of the buyer until the payment has been recovered from the buyer.

23. Dispute between buyer and market agent

If there is a dispute of whatever nature about a product, its sale or disposal between

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a buyer and a market agent, either of the parties to the dispute may refer the dispute to the Market Manager, who will endeavour to resolve it. If any one of the parties is not satisfied with the recommendation of the Market Manager, that party may enforce his rights against the other party in a court of law.

24. Obligations of a market agent

A market agent must fulfil the following obligations:

- (a) The market agent may not receive any cash or other form of payment from a buyer.
- (b) The market agent may not allow a buyer to remove any agricultural product purchased on the market floor unless the buyer is in possession of a sales docket for the agricultural product in accordance with section 19(4). and such produce may only be removed through the designated exit gates to the loading areas.
- (d) The market agent may not sell any agricultural product in a container that does not comply with the specifications stipulated by the Market Manager. or any other applicable legislation
- (e) The market agent must provide for an agricultural product that is consistent with that purchased by the buyer in so far as the quantity, weight, quality, grade, variety and container of the agricultural product are concerned.
- (f) The market agent is liable towards a buyer if –
 - (i) the agricultural product provided by the market agent differs from that

purchased by the buyer in so far as the quantity, weight, quality, grade, variety and container of the agricultural product are concerned;

or

(ii) in respect of an agricultural product bought by sample, the agricultural product provided by the market agent differs materially from the sample.

(g) The market agent may not purchase, or allow his employees to purchase, any agricultural product on the market floor for the purpose of reselling or trading that agricultural product for his account.

(h) The market agent or any of his employees are allowed, for purposes of personal use or consumption, to purchase any agricultural product on the market floor at a price not lower than the price at which the agricultural product was sold on the market floor on the same day.

(i) The market agent must ensure that his salespersons comply with the provisions of this section and those of section 15(2).

(j) The Market Agent must trade only from his demarcated floor pace.

The market floor shall be divided between the market agents on the basis of the previous 12 months tonnage floor space shall be adjusted annually on the 31st July in proportion to tonnage to 30 June each year provided that such space shall not decline below a level to permit efficient and satisfactory trading as determined by the Market manager.

New agents shall be given such a minimum floor space as determined by the Market Manager

CHAPTER 7

25. Barrows

- (1) The Msunduzi Municipality may issue a barrow to a buyer only if he –
- (a) has paid a fee to the market administration for the use of the barrow, of which a fee determined by the as determined by the Msunduzi Municipality..
 - (b) A buyer must at all times be in possession of his receipt for the deposit referred to in subsection (1)(c) and must make available the receipt at the request of the Market Manager.
 - (c) A buyer may only use a barrow issued by the Msunduzi Municipality.
 - (d) A buyer is liable for the safe use of a barrow issued to him.
 - (e) A buyer must ensure that the barrow issued to him is used in such a manner as to avoid any wilful or negligent damage.
 - (f) A buyer may not sublet a barrow to a third party.

26. Forklifts

All Drivers must be in possession of a valid hyster drivers' permit which must be carried and available for inspection at all times.

27. Vehicles, motorcycles and pedal cycles

No vehicles, motorcycles or pedal cycles are permitted on the market floor except for operational units, unless

- (1) for reasons of health or disability an individual is unable to move around without

mobility equipment..

28 Market rules and regulations

No person may –

- (a) occupy or trade from any office, area, stand or other place on the market premises unless he has –
 - (i) obtained prior written permission of the Municipal Manager in terms of the approved policy of the Msunduzi Municipality; and
 - (ii) paid in advance any rent or fee lawfully due for the office, area, stand or other place on the market premises;
- (b) purchase or sell any agricultural product, save as provided for in this by-law;
- (c) light a fire on the market premises without the approval of the Market Manager;
- (d) stand or sit on or against any agricultural product on the market premises;
- (e) throw an object at any person or property on the market premises;
- (f) tamper with any agricultural product or container, or tamper with or remove any label on any agricultural product or container;
- (g) cause a blockage in or damage to the sewerage or storm water drainage system of

the market premises;

- (h) wash, peel, pack, sort, grade or clean agricultural products other than in the designated area of the market premises without the prior approval of the Market Manager;
- (i) interfere with or molest any other person on the market premises;
- (j) interfere with the activities or business of, or be a nuisance to any other person on the market premises;
- (k) enter or remain on the market premises after hours without the approval of the Market Manager;
- (l) fail or refuse to comply with an instruction by the Market Manager to remove an article from the market premises or relocate an article to another area on the market premises;
- (m) spit, loiter or use threatening, obscene, abusive or offensive language or cause a disturbance on the market premises; or smoke any cigarettes, pipe or cigar in the market hall.
- (n) be under the influence of intoxicating liquor or a drug having a narcotic effect or consume liquor on the market premises,
- (o) damage ,deface or foul any property or building on the market premises;
- (p) dispose of any peels, vegetable leaves, garbage or other refuse on the

market premises other than in the appropriate bins provided;

- (q) interfere with or obstruct, or offer any payment or inducement to any employee of the Msunduzi Municipality in the execution of his duties;
- (r) hawk, peddle or beg on the market premises;
- (s) remove any refuse, waste or condemned agricultural product from the market premises without the prior written approval of the Market Manager;
- (t) cook food or make any beverage other than in the designated areas of the market premises; and
- (u) bring any animal onto the market premises without the prior written approval of the Market Manager. – except for guide dogs for the blind.
- (v) Enter the market Hall without shoes.

29. Entry to the Market.

Entrance to the market is reserved.

The Market Manager may refuse to allow any person to enter the market and may instruct any person to leave the market or to remove any item from the market if in his opinion circumstances then existing justify such refusal or instruction.

30. Retailers and wholesalers

The Msunduzi Municipality is entitled to reserve any part of the market premises for the purpose of retail and wholesale business in market products and may, for that

purpose, enter into agreements with a retailer or wholesaler in terms of

which a table, stall or area is leased to the retailer or wholesaler, as the case may be, provided that the retailer or wholesaler and the employees of the retailer or wholesaler, as the case may be –

- (a) conduct business only in the part of the market premises allocated to them in terms of the lease;
- (b) deal only in the market products specified in the lease; and
- (c) are not entitled to trade on the market floor.

31. Direct consignments to wholesalers

- (a) Subject to the provisions of section 5(2), no wholesaler may sell an agricultural product on the market premises other than that purchased on the sales floor.
- (b) A wholesaler may, with the prior written consent of the Market Manager, sell an agricultural product delivered directly to him from the consigner, provided that the fee specified in section 20(1), may be levied, calculated on the average market price for that agricultural product on that specific day or as determined by the Market Manager from time to time.

CHAPTER 8

32. Powers of the Market Manager

The Market Manager is entitled to –

- (a) inspect any agricultural product, article, item, object or thing of whatever nature on the market premises;
- (b) prohibit any agricultural product from leaving the market premises if he reasonably believes that any person has failed to comply with the provisions of section 18(4) or (5) or section 19;
- (c) if he reasonably suspects that any agricultural product offered for sale is stolen, prohibit the agricultural product from being sold until he is satisfied about the ownership of the agricultural product;
- (d) for statistical or other lawful purposes, request any documentation or information relating to any aspect whatever of the sale of an agricultural product on the market premises, in which event the person to whom the request was made must furnish him with documentation or information within a reasonable time;
- (e) instruct any person who has placed any agricultural product, article, item, object or thing on the market premises that causes an inconvenience or obstruction, to remove the agricultural product, article, item, object or thing;
- (f) prohibit the cleaning, stripping or peeling of an agricultural product on the market premises or in any part of the market premises; and
- (g) for the purpose of ensuring the effective, efficient and proper functioning of the market and the safety and well-being of all people on the market premises, issue such instructions as he may deem necessary, which instructions may be contained in a notice or notices affixed to a notice board or notice boards in prominent places on the market premises, and must be obeyed and complied with by every person

entering the market premises.

CHAPTER 9

33 Sales to employees of the Msunduzi Municipality

No employee of the Msunduzi Municipality who is stationed at the market or is in some way involved in the market is entitled to purchase any agricultural product, except for purposes of personal use or consumption, provided that the purchase price of an agricultural product purchased for personal use or consumption is not lower than the price at which the agricultural product was sold on the market floor on the same day.

34. Fees

The fees payable to the Msunduzi Municipality in terms of this by-law will be the fees determined by the Msunduzi Municipality from time to time.

35. Appeals

- (1) Any person aggrieved by a decision of the Market Manager or Municipal Manager made in terms of this by-law may appeal against that decision in accordance with the provisions of section 62 of the Local Government: Municipal Systems Act, 2000, which provisions apply *mutatis mutandis* in respect of the appeal.

36. Indemnification from liability

Any person who enters the market premises does so at his risk, and neither the Msunduzi Municipality nor any of its employees are liable for any loss or damage to a

person or his property arising from any act or omission of the Msunduzi Municipality or its employees in the execution of their duties unless they acted negligently.

37. Offences and penalties

- (1) Any person who –
- (a) fails to comply with or performs any act contrary to the terms, conditions, restrictions or directions of a licence, permit, approval, consent or authority that has been issued or granted to him under this by-law;
 - (b) contravenes or fails to comply with any provision of or direction issued or requirement imposed under this by-law; or
 - (c) contravenes or fails to comply with any provision of this by-law

is guilty of an offence.

- (2) Any person convicted of an offence under this by-law is liable to a maximum period of imprisonment of three years or R60 000 or both as may be determined by a court of law in accordance with the Adjustment of Fines Act, 1991 (Act 101 of 1991), or to both the imprisonment and the fine.

38. Repeal of the Pietermaritzburg Municipal Market By-laws

The Msunduzi Municipality Market By-laws published under municipal Notice No. 753 of 1971, is hereby repealed.