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MIDVAAL LOCAL MUNICIPALITY

TOWN HALL AND ACTIVITY ROOMS BY-LAWS APPLICABLE TO THE HIRING OUT OF HALLS AND APPURTENANCES

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The Midvaal Local Municipality hereby promulgates the undermentioned By-law In terms of Section 13 of the Local Government: Municipal System Act, Act 32 of 2000 as amended and this By-law shall come into effect on the date of promulgation thereof in the *Provincial Gazette*.

THIS IS DONE REQUESTED BY:

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**MUNICIPAL MANAGER
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Definitions

“Caretaker” means the person appointed by the Council from time to time to take care of the hall(s) and other designated buildings/facilities of Council;

“Council” means the Midvaal Local Municipality, its successor in-title and/ or any person duly authorised to represent the Council in respect of these By-laws;

“Hall” means hall, room, building or premises owned or managed by the Municipality that can be hired on a

short term basis, to a person, or group, for the purpose of conducting meetings or functions or offering entertainment;

“Hirer” means the person who has signed the prescribed form for the hire of a hall and if signed on behalf of a club, firm or any other institution, also such club, firm or institution;

“Session” means from 08:00 to 12:59, 13:00 to 17:59 and 1800 to 24:00 respectively.

1. Limitation on Hiring

- 1.1 Hiring of the Town Hall shall include only the main hall, unless otherwise agreed to: Provided that in cases where alcoholic drink is sold during the use of any hall mentioned in this subsection, the hirer shall be subject to the provisions of Section 11 and in addition to the tariff for the hire of the hall concerned, be assessed for bar rights at the tariff prescribed in the Schedule thereto. The side halls, upperfloor/training room and kitchen may be let or hired out separately by Council.
- 1.2 The hirer shall not use any other part of the building, except the hall which he/she hires, and he/she shall ensure that no person admitted by him/her to the hired hall or any of his/her employees or helpers, shall enter or move about in any unauthorised part of the building or premises at any time.
- 1.3 No person or/and religious denomination, whoever the hirer may be, shall use any of the halls mentioned in subsection (1.1) on more than seven (7) days in any period of twelve (12) months for religious or any other spiritual purposes: Provided that no person in his private capacity may use any of the said halls for religious or any other spiritual purposes without the consent of the Council.
- 1.4 Without special consent of the Council and subject to the provision of subsection (3), no hall shall be let for a continuous period of more than seven (7) days to any person, body or institution.
- 1.5 Without the special consent of the Council, no hall shall be let to any person, body or institution for more than seven (7) days in any calendar month.

2. Booking and Payment of Rent

- 2.1 Any person wishing to hire a hall shall complete an application form and the person by whom such form is signed shall be deemed to be the hirer. Applications shall be dealt with in the order in which they are received.
- 2.2 No hall shall be reserved unless the prescribed charges have been paid fully in advance (at least 3 days prior the event) and an official receipt has been issued for such an amount. In the event of non-payment of the prescribed charge as determined herein, the Council retains the right to refuse the opening of the hired hall or to allow admittance thereto to any person.
- 2.3 When the letting of a hall on consecutive days is impractical, the Council reserves the right not to oblige.
- 2.4 If the hirer cancels the booking or fails to use the hall concerned, he/she shall forfeit all moneys paid by him/her to the Council in respect of the hire charge, except where the Council re-lets the hall concerned for the time and date for which it was reserved or let to the hirer, in which event he/she shall only forfeit the amount, if any, by which the charge exceeds the amount received by the Council for such re-letting.
- 2.5 The Council may, where it or any other hirer will not be prejudiced and for good and sufficient reasons, allow transfers of booked dates in respect of halls or transfers of bookings between various halls at the fee applicable to such halls, without any penalty: Provided that the hirer shall inform the Council accordingly in writing on or before the fourteenth day preceding the date on which the hire commences.
- 2.6 The making or painting of stage setting or decor in any part of the hall shall not be allowed.

3. Right of Letting and Cancellation of Letting Reserved

- 3.1 The Council reserves the right to refuse to let a hall or to cancel any reservation/engagement of a

hall whether the usage or hiring has commenced where such usage or in any other respects in its sole discretion is contrary to public morals or interest or decency, or if the proceedings are in the sole opinion of the Council, or its delegate undesirable for attendance, by any persons.

In addition, the needs of Council must receive priority preference and in such instance the Council may cancel the hiring of the hall. In such cases Council will refund the full amount paid, without any interest, for the hire of the hall, but the Council shall not be liable to pay the hirer or any person any amount as compensation for damages or otherwise as a result of such refusal or termination.

- 3.2 A hirer may cancel reservation of the hall, and the rental paid in respect of such reservation shall be refunded on condition that the hirer advises the Council in writing 72 hours in advance prior the function, and reasons for cancellation thereof are acceptable to Council as unforeseen and unavoidable.
- 3.3 The Council reserves the right to, in the event of any exhibition, performance, entertainment, cinema or other show already shown to the public or not and which, in the opinion of the Council, is undesirable for presentation to the public, prohibit any representation or repetition of the show and to cancel any agreement with the hirer. In such case the Council shall not be liable to pay the hirer or any other person any amount as compensation for any damages or any cause whatsoever or for any loss sustained by him/her through such cancellation.

4. Preparation, Clearing and Cleaning of Hall

- 4.1 The hirer shall furnish full particulars to the caretaker of seating accommodation, furniture, services and facilities required on the day the hall is hired.
- 4.2 The Council shall not be obliged to supply any labour, facilities or services other than those mentioned herein and no employee of the Council shall render any service to the hirer other than his normal duties, for compensation or otherwise.
- 4.3 The Council shall not be obliged to furnish means or the space for the storage of goods or any other property of the hirer or his guests, visitors, servants or agents before, during or after the holding of the event for which the hall is hired.
- 4.4 The Council shall in no way whatsoever be liable for any item, property, equipment or possession of the hirer or his/her guests or any other person brought in or onto or present in or on the premises or building.
- 4.5 The hirer shall ensure that the hall is timeously vacated and that all goods and items not belonging to the Council are removed from the hall or building before the termination of the hiring session of the hall or at a time as determined by the caretaker and without disruption of any subsequent reservation.
- 4.6 If the hirer fails to comply with the provisions of subsection 4.5 the caretaker shall have the right to remove or have such goods or items removed at the cost of the hirer and the Council accepts no responsibility for any damage to or loss of any goods or items.
- 4.7 If, in the opinion of the Council, the purpose for which the hall is hired, is such that special cleaning services must be undertaken, the hirer shall in addition to the amount payable, pay an amount which in the opinion of the Council will be sufficient to cover the additional costs. This may be deducted from any deposit paid or recovered in whole or in part from the hirer in terms of due legal process, the costs of which will also be for the account of hirer.
- 4.8 The hirer shall be responsible for the cleaning of the hall and its environment after use to the satisfaction of the caretaker.
- 4.9 If the hirer uses a kitchen, sink, bar or other utensils or equipment or items provided by the Council, he/she must provide servants for the cleaning thereof.

5. Electric Lighting, Cooking Apparatus and Victuals

- 5.1 The preparation or storing of food and the placing of cooking apparatus in any hall, except the kitchen and servery, is prohibited.

5.2 No unprotected lights, flicker lights or additional lighting of any nature whatsoever may be used without the prior consent of the Council's Engineer: provided that if such consent is given, a fireman or an electrician, or both, shall be present in respect of whom an amount, as fixed by the Council from time to time, shall be paid by the hirer.

6. Moving of Furniture

6.1 No furniture or article of any nature whatsoever, being the property of the Council, shall be moved or removed from any hall, except under the direct supervision of and with the prior consent of the caretaker:-

6 1.1 No article shall be hired out for use outside a hall without the explicit prior approval of the Council.

7. Pianos, Organs and Sound Equipment

Under no circumstances, except with the explicit prior consent of the Council, shall pianos or organs or sound equipment of the Council be removed from their existing places and if it is necessary to remove a piano from the stage or to have a piano tuned, the hirer shall, after obtaining the Council's consent thereto, arrange with the caretaker to have it done and pay for the cost of removal and repositioning, and also for the tuning.

8. Decor and Furniture may not be brought on stage without permission

No decor, furniture, fittings, apparatus, equipment or property of any nature whatsoever, shall be brought on stage by the hirer without the prior consent of the Council.

9. Refreshment Arrangements and the Sale of Alcoholic or other beverages

9.1 The Council shall not be obliged to furnish means or the space for the storage of goods, liquor or other property of the hirer, his/her guests.

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

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

10. Display of Posters or Flags

10.1 No outside posters, notices, decorations, flags, pictures or advertisements shall be allowed on any part of Council's premises without the prior written consent of the Council and then only on such places as indicated by the Council and subject to such conditions as the Council may impose.

10.2 No interior decorations of any nature, except flower arrangements on the stage or tables, shall be allowed in the hall without the prior consent of the Council, and no nails, drawing pins, clamps or screws shall be driven or screwed into the walls or fittings or any other part of the hall, and nothing shall be attached thereto by means of adhesive tape or any other means.

11. Prohibition on the Use of Halls

No hirer, with whom an agreement for the hiring of the hall has been concluded, shall re-let such hall to any other person without the prior consent of the Council.

12. Responsibility of the Hirer and Users of the Hired Hall

12.1 It is the responsibility of the Hirer and his/her guests to comply with the Law and Municipal By-laws.

12.2 If the hirer, in the opinion of the Council, contravenes or permits or causes any other person to contravene any provision of these rules or any other Act or applicable By-law, the Council shall have

the right to cancel the lease of the hall at any time and no compensation shall be payable by the Council for any loss sustained by the hirer or any other person, and no refund of charges, deposits or other amounts paid shall be made to the hirer by the Council as a result of such cancellation.

13. Responsibility of Hirer for Damage to Council Property

- 13.1 The hirer shall be liable for any loss, breakage or other damage of any nature whatsoever to any hall, fittings, fixtures or any other property of the Council, whether inside the hired hall or whether in or to the building during the period for which the hall is hired and which is caused by the hirer or any person admitted to the hired hall or who attempts to gain admission thereto, whether such person is lawfully in or at the hall or has entered it unlawfully. It shall be presumed that all loss caused by breakage or any other damage sustained, occurred during the period of lease of the hired hall, shall remain the responsibility of the hirer except where the hirer has drawn the caretaker's attention to such loss, breakage or other damage before the hirer took occupation of the hall. A certificate signed by the Council's Executive Director: Finance Services shall be prima facie proof of the extent of the damages and/ or amount due and payable or claimable by Council.
- 13.2 The Council may in its discretion require the hirer to pay a prior deposit or to furnish an approved bank guarantee for an amount as determined by Council from time to time to cover any possible damage or loss. Where the damage is greater than the said amount, the hirer shall be liable for such excess and, where necessary, it may be recovered from any other deposit which the hirer has paid in terms of these rules to the Council for the hire of the hall for the occasion concerned.
- 13.3 After each assembly the caretaker and the hirer or any person authorised by him or on his behalf, shall inspect the hired hall and note shall immediately be taken of any article which is damaged, lost or missing from the hired hall or of any damage to any part of such hall, and the hirer shall replace or pay for such damaged, lost or missing article as well as for any damage to any part of such hall.
- 13.4 If the hirer or person authorised by him/her does not respond to the request by the caretaker to inspect the hired hall as contemplated under subsection (13.3), the caretaker shall inspect the hall and the hirer shall be liable for any defects found by the caretaker.

14. Council not be liable for Damage to, Loss, or Use of or Fault in Lighting Installation or Equipment

- 14.1 The Council shall not accept responsibility or liability whatsoever in respect of any damage or loss to any property, article or thing of whatever nature, which the hirer or any person who enters the hall or makes use of the equipment in the hired hall, has placed or left in or near the hall, or for damage or loss to any person or the property of such person who enters the hired hall or makes use of the equipment therein.
- 14.2 Any property of whatsoever nature, belonging to the hirer or to any other person, which is left in the hall and is not claimed within 3 months, shall be forfeited to the Council and disposed of as prescribed by the Council. Provided that in the case of empty bottles, bottle containers and other liquid containers, the forfeiture shall occur if such articles are not claimed within seven (7) days from the date from which the hall was hired.

15. Cloak-rooms

The cloak-rooms and facilities shall be in the care and custody of the hirer, who shall provide his own attendants if required and be responsible for any fault or loss that may occur.

16. Passages and Notices

- 16.1 No person shall intentionally obscure, conceal or deface the notices or signs in the hall.
- 16.2 Protective Agents/Accessories against fire or accident shall be left intact.
- 16.3 No hirer or user shall neglect or fail to maintain in proper condition and position, all or any of the installations, appliances, notices or signs which are provided as protective agents against fire and accident in the hired hall or any passage or corridor giving entrance thereto.

17. Smoking Prohibited and Serving of Food and Drinks on the Stage

17.1 No person shall smoke in a hall of Council.

17.2 No person shall smoke or take or keep refreshments of any kind on the stage unless it forms part of a performance: Provided that the serving of food and drinks on the stage and the side of the stage shall be allowed only if the floor areas concerned are properly covered and protected with a material to the satisfaction of the Council.

18. Failure to comply with the By-laws of Council

18.1 Any person who fails to comply with these By-laws commits an offence and may If found guilty be fined a maximum amount of R 2000 or be sentenced to a period of imprisonment as determined by a competent court of law, or both.

18.2 Different penalties may be provided in the case of successive or continuous breaches of these By-laws.

19. Tariffs for Hiring of Facilities

19.1 The Council may from time to time determine the tariffs or fees for the hiring of the halls, side halls, kitchen, bars, activity room, cutlery, crockery, utensils, equipment on items as it deems appropriate.

19.2 The facilities referred to in 19.1 may be made available free of charge for an internal function, another sphere of government, the elderly, or activity of Council as approved by the Municipal Manager or Head of Department administering these By-laws.

19.3 The Municipal Manager, in conjunction with the Executive Mayor, may also make such facilities available free of charge to another sphere of government or for a governance purpose.

20. Rescinding of By-laws

That all previous By-laws pertaining to the hiring out of halls and appurtenances in the area of the Council be rescinded from the date of implementation of this By-law.