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CAMDEBOO MUNICIPALITY

POLICY RELATING TO THE LEASE OF MUNICIPAL HALLS

(1) **Use of halls – General Conditions**

- (1.1) The Council may, in its discretion, make any community hall (which includes the Town Hall, any theatre, auditorium or the like) of which it is the owner or any part thereof, available for use by any resident, organization, institution or legal body (herein referred to as the "user") and any such use shall be subject to the provisions of this policy.
- (1.2) A hall may not be used by or made available for use to any user unless a lease agreement as contemplated in paragraph 2 has been concluded between the Council and the user and the rental and deposit has been paid in accordance with the provisions of paragraph 3.
- (1.3) A person or religious organisation may lease a hall on 1 (one) occasion during a month for a church service with a maximum of 6 (six) occasions per calendar year. Only 1 (one) such occasion may be for a maximum of 3 (three) consecutive days which may include a Sunday.
- (1.4) No caterer shall be allowed to book a hall in his own or his/her/its business name. The booking must be made in the name of the user for the specific occasion in respect of which the hall in question has been leased and the lease agreement must be concluded between the Council and such user.
- (1.5) The Council reserves the right, subject to paragraph 10, to refuse the use of the hall or to cancel any agreement for the use thereof if the proposed entertainment, performance, exhibition, film show or other entertainment is, for sufficient and valid reasons, disapproved by the Council.
- (1.6) Any specialized equipment, a loudspeaker system and lighting in any hall leased by the Council shall only be operated by the appointed official of the Council. The lessee shall pay an amount as determined by the Council to cover the expenditure of such an official.
- (1.7) If a hall is needed for the purpose of rehearsal/preparation prior to the booked day, the hall must be leased for such period and the full prescribed rehearsal/preparation fee is payable to the Council.
- (1.8) The Council, further, reserves the right to refuse the use of a hall or to cancel any lease agreement for the use thereof if the hall is required for urgent public purposes which, in the opinion of the Council, should take precedence. In the event of the cancellation of a lease agreement under these circumstances, the rental paid by the lessee shall be repayable to such lessee.

(1.9) As a general principle, no municipal hall shall be leased for commercial trading by a commercial enterprise on a continuous basis.

(1.10) In respect of the Town Hall, the banqueting hall may not be leased to a the convenor of a bazaar being held in the main hall at the same time.

(1.11) In respect of the Town Hall, no parking of vehicles used by the lessee of the hall or an attendee of a function arranged by such lessee in this hall will be permitted in the parking area reserved for the Mayor.

(2) Application to lease a hall

(2.1) A potential user shall make application for the use of a hall in writing by completing and submitting to the Municipal Manager the pro forma lease agreement contained in Annexure A.

(2.2) Applications for the lease of a hall will, as far as possible, be considered in the order in which they are received.

(2.3) A verbal booking of a hall for a specific date is provisional and will be valid for 3 (three) working days only, excluding the day in which the booking was made, and unless a completed and duly signed pro forma lease agreement as contemplated in paragraph 2.1 is received before the expiry of the last day, the provisional booking will be cancelled and the hall will once again be made available for use by other potential users.

(2.4) No public announcement of the function to be held in a provisionally booked hall shall be made by the applicant until he/she/it has received a copy of the said pro forma lease agreement duly signed on behalf of the Council as proof that the application has been approved. Upon signature of the said pro forma lease agreement on behalf of the Council, a lawful agreement of lease for the lease of the hall referred to therein shall be deemed to have come into existence between the parties. A signed copy of the lease agreement may be provided by facsimile to the lessee.

(2.5) The approval of an application for the lease of a hall is in the sole and absolute discretion of the Council and the Council reserves the right to refuse to reserve or to lease a hall. A signature on behalf of the Council on the lease agreement by an authorised official will be indicative of the approval of the application.

(3) Rental and Cleansing and Damage Deposit

(3.1) The rental and a cleansing and damage deposit payable by a lessee for the lease of a hall are the amounts as from time to time determined by the Council by resolution, which amounts shall include the cost of normal cleaning and lighting.

(3.2) The full rental or a deposit of at least 50% (fifty percent) of the rental, as well as the cleansing and damage deposit is payable within 5 (five) working days

after the date of approval of the application as contemplated in paragraph 2.4 and, in the event of non payment, the provisional booking and the approval will be deemed to have been cancelled and the hall concerned will automatically be available for use by other potential users.

- (3.3) In the event of the user paying a deposit as contemplated in subparagraph 3.2, the balance of the rental due must be paid to the Council at least 14 (fourteen) days before the date of the commencement of the lease.
- (3.4) All payments for the use of a hall shall be made at the offices of the Council or as arranged with the lessee. Access to the hall on the booked date shall be refused until such time that an official receipt for such payments or proof of payment has been produced.
- (3.5) The Council may, by resolution and on application, grant the use of a hall free of charge to any person, organisation, institution or body desiring to arrange a function or display for the purpose of raising funds for charitable, educational, recreational or health purposes.
- (3.6) The cleansing and damage deposit will be refunded to the lessee within 14 (fourteen) days after the date of the function, provided that the use of the hall by the lessee caused no excessive cleansing operations or damages to the hall or any property of the Council in or around the hall.
- (3.7) All damages to a hall which were caused as a result of the failure of the lessee or any other person attending a function for which the lessee has leased the hall in question to adhere to the conditions of lease, will be deducted from the damage deposit paid by the lessee and the Council further reserves the right to institute a claim against the lessee concerned for all other damages it has suffered as a result of such failure and which could not be recouped from the damage deposit.

(4) Cancellation of a lease

- (4.1) Notice of cancellation of a lease must be addressed to the Municipal Manager in writing at least 30 (thirty) days before the date of the commencement of the lease of the leased hall and, in such case, the full rental paid minus 10% (ten percent) or the deposit paid minus 20% (twenty percent), whichever is applicable, will be refunded to the lessee.
- (4.2) In the event of the cancellation of a lease with less than 30 (thirty) but more than 14 (fourteen) days written notice, the full rental paid minus 50% (fifty percent) will be refunded to the lessee. No refund of any deposit paid will be made to the lessee under these circumstances.
- (4.3) In the event of the cancellation of a lease with 14 (fourteen) days or less written notice, no refund of any rental or deposit paid will be made to the lessee.

(5) Change of date or transfer of lease

The Council may, for good and sufficient reasons provided by the lessee and if the Council or any future potential user or lessee will not be prejudiced, allow a change of date of the use of a hall or a transfer of a lease between various halls at the fee applicable to such halls, without any penalty: provided that the lessee shall submit to the Municipal Manager a written request to this effect at least 14 (fourteen) days before the date on which the lease commences.

(6) Rights and obligations of the lessee

- (6.1)** The lessee shall be responsible for examining the hall and its contents prior to the commencement of the lease and to direct the attention of the Caretaker to any defects or shortcomings therein both in respect of the building itself and the leased contents, if any. If no defect is reported by the lessee, the hall and its contents shall be deemed to be in good order and condition at the commencement of the lease.
- (6.2)** The lessee shall at all times during the lease period keep the hall and its contents in a clean and tidy condition.
- (6.3)** The lessee shall not display either inside or outside the leased hall any article, apparatus, equipment, placard, decoration or similar item which, in the opinion of the caretaker or any other authorized official of the Council, is considered dangerous or likely to create a nuisance either to the attendees of any function or event in respect of which the hall in question has been leased or to the general public or the occupants of surrounding properties.
- (6.4)** The lessee shall be responsible for all arrangements in connection with the admission of all persons to the leased hall and shall provide such ushers, cashiers, police and other staff as may be necessary to control the admission and conduct of all persons in the hall and on the premises to ensure compliance with the provisions of this paragraph.
- (6.5)** The right to use a hall for a specified purpose on a specific day is granted to the lessee personally and such lessee may not make the hall or any part thereof, either for the same or another purpose, available for use by any third party either by means of a sub-lease or by ceding, assigning, pledging or in any other way transferring all or part of his/her/its lease rights to such third party without the prior written consent of the Council.
- (6.6)** The lessee shall ensure that electric lighting and other electric appliances in a leased hall, shall, except with the express permission of the Council to the contrary, only be handled and operated by a duly appointed official of the Council.
- (6.7)** The lessee may use candles and naked lights in the leased hall subject thereto that Council's Fire Service is notified thereof beforehand by the lessee.
- (6.8)** The lessee shall ensure that no smoking takes place in the leased hall.

- (6.10) The lessee may not drive into or affix to any wall, door, ceiling or panel or floor of the leased hall any nails, screw, hook or similar article nor affix any decoration to any electrical fitting therein.
- (6.11) No bar for the sale of alcohol may be conducted during any function in the hall, except in terms of a valid liquor licence and then only with the prior consent of the Council and subject to the conditions determined by the Council. Under no circumstances shall a person under the age of 18 (eighteen) years be supplied with alcohol.
- (6.12) The cloakrooms at the leased hall are, for the duration of the lease, under the supervision of the lessee who shall accept full responsibility for all damages or losses caused thereto or therein.
- (6.13) The lessee shall give the Caretaker at least 2 (two) working days notice of the way in which the hall should be arranged and failing such arrangement the lessee shall personally attend thereto under the supervision of the Caretaker.
- (6.14) No person who is under the influence of alcohol or drugs shall be admitted to a hall or having gained admission, be permitted to remain therein.
- (6.15) No person shall be permitted to dance in the hall unless appropriate shoes are worn so as not to damage the floor surface.
- (6.16) The number of persons allowed in a hall shall be limited to the number of available seating accommodation. No persons shall be allowed to congregate in the passages or doorways leading to such hall. When the available seating accommodation has been occupied, the lessee shall make the necessary arrangements to prevent the admittance of more persons to the hall.
- (6.17) The lessee shall ascertain and comply with all legal requirements pertaining to the holding of a gathering and without limiting the meaning or scope of the aforesaid, the lessee shall, in particular, ensure that he/she/it and all other users of the hall, comply with all requirements relating to the carrying of fire-arms.
- (6.18) No flags, banners, posters, paper ribbons, notices, signs and advertisements may be displayed in or at any entrance of a hall without the prior written approval of the Council.
- (6.19) All persons shall vacate the hall before or upon expiration of the lease period and, if for any reason whatsoever the lease period is exceeded, the lessee will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.
- (6.20) All property not belonging to the Council must be removed from the hall prior to the expiration of the lease period. Should this not be done, the lessee will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.

- (6.21) No furniture or articles, which are the property of the Council, shall be removed from the hall except with the prior approval of the Council and then only under the direct supervision of the Caretaker.
- (6.22) The lessee shall be responsible for all catering arrangements supplied connection with any booked function in the hall and, to this end, shall either personally or through his/her/its caterer ensure that:
- (a) food shall be prepared only in the kitchen of the hall on electric stoves or other electrical cooking equipment provided by the Council;
 - (b) the kitchen, scullery cooking equipment, utensils and cutlery of the Council, if used, is cleaned before the expiration of the lease of the hall.
- (6.23) The safekeeping of the hall, furniture, fittings and other property appertaining thereto is the responsibility of the Caretaker. The Caretaker, accordingly, has the right to enforce the provisions of this policy and may terminate any lease agreement at any stage if damages is being done thereto or if the Caretaker has reason to believe that the hall, furniture, fittings or other property appertaining thereto, is under risk of being damaged.

(7) Liability for damages

- (7.1) The lessee shall be liable for and shall bear the costs in excess of the damage deposit (if any), of any damages to the hall, furniture, fittings or to any other property of the Council which may occur during the lease period of the hall.
- (7.2) The Council will not be responsible or liable for damages to nor for the loss of any property, article or thing placed in or left in the hall by the lessee or by any other person nor for damages to the property of or for injuries to any person entering the hall or using the equipment or facilities therein.
- (7.3) The Council shall not be liable for any damages or loss sustained by the lessee in consequence of the failure of or any defect in any machinery, appliance, sound system or lighting facility in the hall.

(8) Indemnity

The lessee and any other person using a hall of the Council on the day of the event for which it was leased for the specified purpose, shall do so at own risk and the lessee, by occupation of the leased hall, thereby indemnifies the Council, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature in respect of any patrimonial loss, consequential damages, injuries, or personal prejudice that any person, whether natural or fictitious, using such hall may suffer or sustain in connection with or resulting from the aforementioned use of the hall in question.