

The Council of the uMhlathuze Municipality has in terms of section 156 of the Constitution, 1996 (Act No 108 of 1996), read in conjunction with section 11 of the Municipal Systems Act, 2000 (Act No 32 of 2000), made the following bylaws :

## **CITY OF uMHLATHUZE**

### **BYLAWS RELATING TO THE LEASE OF HALLS AND CONFERENCE FACILITIES**

#### **1. Definitions**

In these bylaws unless the context otherwise indicates -

“**caretaker**” means any official of Council appointed as caretaker to exercise control over municipal halls or conference facilities, or acting in that capacity;

“**Chief Fire Officer**” means the person appointed as Chief Fire Officer by the Council or any other person lawfully acting in that capacity.

“**City Electrical Engineer**” means the person appointed as City Electrical Engineer by the Council or any other person lawfully acting in that capacity.

“**City Engineer**” means the person appointed as City Engineer by the Council or any other person lawfully acting in that capacity.

“**City Secretary**” means the person appointed as City Secretary by the Council or any other person lawfully acting in that capacity.

“**Council**” means the uMhlathuze Municipality and its successors in law, and includes the Council of that municipality or its Executive Committee or any other body acting by virtue of any power delegated to it in terms of legislation, as well as any officer to whom the Executive Committee has delegated any powers and duties with regard to these bylaws;

“**lessee**” means the person who signs the application form referred to in section 2 hereunder;

“**premises**” means any hall, conference facility, auditorium or group activities room which is the property of the Council and being leased in terms of these bylaws, and include such amenities as are incidental thereto;

#### **2. Application / Reservation for use of a Hall**

- (1) Persons desiring to lease premises shall apply to the City Secretary on the official application form provided for that purpose and the person making the application shall be deemed to be the lessee.
- (2) No reservation of premises shall be made until such time as a properly completed application form has been received, together with the prescribed tariff and deposit.

- (3) No tickets or invitations may be distributed nor may any public announcement be made before the application has been approved by Council in writing.

### **3. Discretion to refuse or cancel reservations**

Council has the right to refuse any application for the lease of premises without giving any reasons and shall also have the right to cancel any booking already made, if the premises are required for Council purposes and, in the latter event, Council shall have no liability other than to refund any monies which may have been paid to Council.

### **4. Payments and Refunds**

- (1) All charges, including deposits, for the lease of premises or equipment as determined in Council's tariff of charges are payable in advance and the lessee shall not be permitted to use any premises reserved by him/her until the relevant tariff and deposit has been paid in full.
- (2) If the lessee cancels or abandons a reservation, Council may in its discretion, where it is satisfied that such abandonment or cancellation was due to unforeseen circumstances beyond the control of the lessee, pay the lessee a refund of up to 75% of the tariff and a refund of the full deposit. Where cancellations are made 30 days prior to the booking date, a 100% refund will apply.
- (3) Lessees, except those lessees who use the premises for activities of a professional nature, commercial activities or activities where admission fees are charged, and who meet the following criteria, are exempted from paying a deposit :
  - (a) produce a current paid up uMhlathuze Municipal services/rates account;
  - (b) supply proof of identification; and
  - (c) enter into an agreement whereby the lessee accepts and understands that the costs resulting from damages/losses as mentioned in section 5 will be debited against his/her account and undertakes to settle such amount on the due date.
- (4) Only cash or bank guaranteed cheques are accepted as hall deposits.

### **5. Losses, Breakage and Damages**

- (1) The lessee shall be responsible for and make good any breakage or damage of any nature to the premises, furniture, fittings or other property of Council as well as any loss occasioned by missing articles, breakage or defacement that occurred during the lease period. Should the lessee find any piece of furniture, fitting or other property of Council to be defective prior to the function for which the premises have been leased, the same shall be

pointed out in writing to the caretaker before use. Where no such defect has been pointed out it shall be deemed to have been in proper order.

- (2) In the event of damage or loss of property such damage or loss shall be made good from the deposit paid by the lessee and the balance, if any, shall be refunded to the lessee once repairs and/or replacements have been completed. Any further amount by which the cost of repairs, and/or replacements exceeds the amount of the deposit shall be recovered from the lessee.
- (3) The current service account of lessees exempted as per section 4(3) shall be debited with the total cost of all incidents as mentioned in section 5(1).

## **6. Use of Equipment**

The lessee may only use the equipment for which the prescribed fees have been paid, together with such other gratis equipment as Council may from time to time decide upon, provided that in the case of gratis equipment the lessee shall still book such equipment in advance.

## **7. Lighting Arrangements**

No additional or special lighting may be installed in or on the premises without the prior approval of the City Secretary and any additional or special lighting so authorised shall be carried out, at the expense of the lessee, by a person approved by the City Electrical Engineer on terms and conditions to be arranged between the City Electrical Engineer and such person, or between the City Electrical Engineer and the lessee.

## **8. Admission arrangements**

The lessee shall be responsible for all arrangements in connection with the admission of the public, the sale of tickets, the provision of ushers, police, security and such other staff as may be necessary to control the admission and conduct of persons on the premises.

## **9. Indemnity**

- (1) Council shall under no circumstances be responsible or liable for any loss or damage of whatsoever nature and whether direct or consequential, caused to the lessee or any other person including, without limiting the generality of the foregoing, any property, articles, or things that may be in, on, or at the premises, due to any cause whatsoever, including, but not limited to, the failure or defect of any machinery, equipment, lighting or scenery, or any defect whether latent or patent, in or on any part of the premises.
- (2) Council shall under no circumstances be responsible for any loss of or damage to any article brought onto the premises or left there by the lessee or any other person, irrespective of how the loss or damage was caused.
- (3) By submitting the application referred to in section 2 the lessee indemnifies Council against any claim arising from such lease instituted by any person on any ground whatsoever.

**10. Council-owned property**

No furniture or article belonging to Council shall be moved or taken from the premises leased or any other part of the buildings by any person other than Council's officials, or except under the direction of such officials.

**11. Specific obligations of the lessee**

- (1) The lessee may not sublet the premises under any circumstances.
- (2) The lessee shall ensure that the premises and equipment leased are kept in a clean, tidy and proper condition and that no furniture or equipment is removed from the premises or damaged in any way.

**12. Additional cleaning services**

- (1) Council shall not be obliged to provide any additional facilities or services, provided that if the purpose for which the lessee proposes to use the premises is such as to require special cleaning work to be undertaken, the lessee shall pay to the Council such additional sum as may be required by Council to cover the cost of the additional work.
- (2) Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.

**13. Animals**

No person shall, without the written consent of Council, bring or permit to be brought into the premises any animal.

**14. Inspection after each function**

On the first working day after the function for which the premises were leased, the premises shall be inspected by the caretaker and the lessee or anyone deputed by him on his behalf and any damages shall be recorded at the time of the inspection.

**15. Notices, placards, movable scenery and use of pre-treated timber**

- (1) No notices, posters, advertisements, decorations, flags, emblems or other attachments shall be placed or erected upon the inside or outside of the premises leased by the lessee without the permission of the City Secretary first being obtained and no nails, screws, drawing-pins, or sticky material may be knocked into or affixed to any portion of the premises, except against the wooden railings in the premises where such railings have been specifically installed for this purpose.
- (2) No movable lighted scenery other than that which is electrically lit shall be used in the premises and no wood shall be brought into the premises unless the same has been pre-treated in terms of the relevant regulations for combating and preventing the spread of insect pests affecting wood. The

lessee shall, if called upon by the Council to do so, submit evidence of such treatment before the wood is brought to the premises.

**16. Catering**

The lessee shall be responsible for all catering arrangements in the premises and shall ensure that the caterers keep and leave such premises in a clean and tidy condition.

**17. Stage and other shows**

- (1) Where the premises are leased for a cinema performance, the lessee shall ensure that all projectors and other apparatus are placed, situated and operated in a manner approved by the Chief Fire Officer and that the requirements and directions of the Chief Fire Officer as to fire precautions are observed.
- (2) A fireman's attendance, which shall be at the expense of the lessee, is compulsory at all demonstrations, stage shows, exhibitions or meetings where the use of open flames or heat producing equipment may be used in such a way where, in the opinion of the Chief Fire Officer, a danger of fire exists.

**18. Boxing or wrestling**

Persons staging a boxing or wrestling tournament shall provide the ring with sponge-plated broad supporting discs, approximately 20 cm in diameter, or some other suitable protective device, in order to ensure that the floors are not damaged and the erection of the ring shall be to the satisfaction of the City Engineer.

**19. Requirements of the Liquor Act**

When intoxicating liquor is to be supplied on the premises, the lessee shall observe all the requirements of the Liquor Act, 1977 (Act No 87 of 1977), and no liability whatsoever shall be attached to the Council or any of its officials in respect of any failure of the licensee or any of his servants or agents to carry out and observe the provisions of the said Act and of the terms and conditions of any licence issued.

**20. Intoxicating liquor**

- (1) No person shall take any intoxicating liquor onto the premises save and except –
  - (a) the licensee or his servant or agent acting under and by virtue of a temporary liquor licence;
  - (b) the lessee or his servant or agent in cases where the lessee is serving liquor free of charge to his guests; and
  - (c) the lessee or his guests or their servants or agents are providing their own supply of intoxicating liquor for personal consumption.

## **21. Dangerous practices**

The firing of live ammunition, the throwing of knives and any other performance which may be potentially dangerous to persons or property are strictly prohibited.

## **22. Overcrowding**

- (1) No overcrowding of the premises is permitted. The number of persons admitted shall be limited to the seating accommodation available, and no persons shall be allowed to congregate in passages, aisles or doorways of or adjoining the premises let unless the written permission of the Council or of an official deputed by him is first obtained.
- (2) When the available seating accommodation and other permitted accommodation have been occupied, the lessee shall prevent the admittance of any person in excess of such accommodation.

## **23. Orderly behaviour**

- (1) The lessee shall be responsible for ensuring that -
  - (a) no person who is intoxicated or who is unsuitably or indecently clad shall be permitted to the premises or, having gained admission, be permitted to remain therein;
  - (b) no person or persons become noisy or create a disturbance or nuisance or be unsuitably or indecently clad. The lessee shall have such person removed from the premises immediately and in the event of the function becoming unruly, or should it appear that a disturbance is imminent, the lessee shall forthwith terminate the function and clear all persons from the premises.

## **24. Right of entry**

Council's officials shall at all times have the right to enter upon any premises or part of the premises for the performance of their duties in connection with the premises.

## **25. Fireman's Attendance**

In the event of there being an activity on the premises which, in the opinion of the Chief Fire Officer, constitutes or can lead to a fire or other hazard, he may place one or more firemen on duty for the duration of the activity and the lessee will be liable for the costs thereof.

## **26. Lessee to conform to provisions of bylaws and other legislation**

The lessee of the premises shall ensure that the provisions of these bylaws and of any other bylaws and rules which may relate to the premises as well as any applicable legislation, including the Copyright Act, 1978 (Act No 98 of 1978) are duly observed and that any lawful instructions of Council or of any member of the South African Police Services are fully and immediately complied with.



## **27. Rules and Regulations**

The Council may make rules and regulations applicable to specific venues.

## **28. Penalties**

Any person who contravenes any of these bylaws shall be guilty of an offence and liable, upon conviction, to a fine or imprisonment for a period not exceeding six months, or both the fine and the imprisonment.

## **29. Repeal of Bylaws**

- (1) The Hiring of Halls bylaws of the City of uMhlatuze, published under Administrator's Notice 250 of 5 June 1986, as amended, are hereby repealed: Provided that such repeal shall not affect the continued validity of charges determined by the Council under those bylaws.
- (2) Any reference:-
  - (a) in these bylaws to a charge determined by the Council shall include a charge determined by the Council under the bylaws repealed by subsection (1), until the Council's determination of charges under these bylaws comes into operation; and
  - (b) in determination of charges made under the bylaws so repealed, to a provision in those bylaws shall be deemed to be a reference to the corresponding provision in these bylaws.
- (3) Anything done under the provisions of the bylaws repealed by subsection (1), shall be deemed to have been done under the corresponding provision of these bylaws and such repeal shall not affect the validity of any approval, authority, waiver or other act which at the commencement of these bylaws is valid under the bylaws so repealed.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE LEASE OF THE EMPANGENI TOWN HALL,  
THE SUPPER ROOM AND THE RECEPTION ROOM**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. The hours for the use of the premises expire at midnight and 50% of the normal tariff will be charged per hour or part thereof after 01h00.
4. The day prior to the function can be booked for preparation of the premises at 50% of the normal tariff per day.
5. The day following the function can be booked for clearing-out the premises at 50% of the normal tariff per day.
6. Whenever the main hall is leased, the use of the relevant foyer, entrance, verandah, dressing rooms and stage is included in the tariff.
7. Whenever the supper room is leased, the use of the relevant foyer, entrance and verandah is included in the tariff only in the event where the main hall is not leased, in which case the side entrance is to be used.
8. The main hall and supper room foyer in the town hall may only be used for the serving or consuming of refreshments with the City Secretary's prior written approval.
9. The lighting control unit shall only be used if prior written approval has been obtained from the City Secretary and may then only be operated by a person competent to do so or as determined by the City Electrical Engineer.
10. The hoisting equipment shall only be used if prior approval has been obtained from the City Secretary and may then only be operated by a person competent to use such equipment as determined by the City Electrical Engineer.
11. The lessee shall, at least three days prior to the commencement of the function for which the premises have been leased, come to an agreement with the caretaker as to the opening of the premises and issue of equipment.
12. The lessee shall furnish to the caretaker full particulars of any cloakroom or dressing room accommodation required before 12:00 on the last working day prior to the date for which the hall is let.
13. The cloakrooms are in the care and custody of the lessee who shall provide his own attendants and be responsible for any damage or loss which may occur.

14. The lessee shall be responsible for cleaning the cloakrooms and shall hand them over to the caretaker in a clean and tidy condition not later than 08:00 in the morning after the conclusion of the function.
15. The exits shall not be obstructed with décor or furniture.
16. The lessee shall leave the premises, as well as the exterior surrounding, in a neat and tidy condition. All litter must be placed in the bins and décor removed from the premises.
17. The kitchen shall be left in a clean and tidy condition, excluding the washing of cutlery and crockery which has been leased from the Council. Food must be scraped off the plates and the crockery must be neatly stacked.
18. Failure to comply with 14, 16 and 17 above will result in Council having the premises cleaned at the expense of the lessee.
19. The caretaker may remove, or have removed from the premises, a person or persons who, in the opinion of the caretaker, are creating a disturbance or nuisance.
20. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF GROUP ACTIVITIES ROOMS AT THE LIBRARIES**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. Whenever a group activities room is leased the use of the foyer shall not be included in the tariff.
3. No booking is confirmed before the applicable deposit and tariff, if applicable, have been paid in full.
4. The premises may be used free of charge if it is being utilised for a cultural or educational purpose where the lessee is not making a profit from the participants.
5. The following order of preference shall apply to persons requiring the use of the group activities room:
  - 5.1 Any library related activity
  - 5.2 Any cultural or community activity
  - 5.3 Any local authority function
  - 5.4 Any organisation or individual using the facility to derive an income.
6. Should any organisation or individual wish to book the facility on a regular basis such booking may not be for more than 6 months at a time.
7. The lessee shall confer with the Librarian in charge regarding the use of the premises.
8. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the immediate exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.
9. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF THE AUDITORIUM AT THE  
RICHARDS BAY CIVIC CENTRE**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. The audio visual and ancillary equipment unit shall only be used if prior written approval has been obtained from the City Secretary after the payment of the applicable tariff and may then only be operated by a person authorised by the City Secretary.
4. The lessee is liable for expenses in respect of one security guard as well as the caretaker if the premises are being used after normal office hours. However, if the restaurant is used on its own during normal office hours the security / caretaking fee shall apply.
5. The City Secretary may refuse any application for the lease of the premises.
6. The following events are not permitted:
  - 6.1 Political activities
  - 6.2 Any event where excessively loud noise is generated.
- 7.1 Crockery and cutlery for catering purposes in respect of functions arranged by the organisations listed in 9 below be made available free of charge on condition that the organisers of such functions accept liability for any breakages or losses (replacement value of which is determined by Council and which may be amended from time to time) as well as responsibility for the return of clean crockery on conclusion of the function.
- 7.2 Refreshments and foodstuffs shall be served from the servery and shall not be served in the auditorium.
8. No additional electrical apparatus other than that provided by Council may be plugged into or connected to any point of electrical supply without the prior written approval of the City Electrical Engineer.
- 9.1 Subject to paragraph 9.2, the Council may permit the following organisations/institutions/government departments to utilise the Auditorium and Restaurant at the Civic Centre Richards Bay free of charge :

- Ministers Fraternal on condition that the admittance to the venue is restricted to themselves, spouses and assistants and that delegates are partaking in prayer for the Council, City etc.;

- meetings of institutes associated with local government i.e. ILGM, IMASA, IMFO, IMESA, AMEU, IMTO and others;
- SALGA, KWANALOGA, Department of Provincial and Local Government, IEC, Uthungulu District Municipality;
- Any other Provincial or National Government Department wishing to impart information to the uMhlathuze Municipal Council and its officials;
- Joint meetings and workshops of the uMhlathuze City Council and abutting local authorities in the event of information dissemination by provincial or national government departments and associations; and
- Any other organisation from whose utilisation of the Auditorium or Restaurant at the discretion of the City Secretary, the Council will derive a benefit.

9.2 The application referred to in 9.1 must -

9.2.1 be in writing;

9.2.2 be submitted to the City Secretary in advance;

9.2.3 include details of the type of function and purpose for which the premises are required; and

9.2.4 only be regarded as approved upon written confirmation from the City Secretary.

10. Upon termination of the function the lessee shall be responsible for the cleaning of the interior of the premises as well as the exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.

11. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 199 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF THE CONFERENCE FACILITY AT  
EMPANGENI CIVIC 1**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. Council may refuse any application for the lease of the premises and will not be obliged to give reasons for such refusal.
4. Use of the premises is restricted to meetings, training sessions and conferences.
5. No additional electrical apparatus other than that provided by Council may be plugged into or connected to any point of electrical supply without the prior written approval of the City Electrical Engineer.
6. The Ministers' fraternal of various denominations are exempted from the payment of deposits and tariff of charges on condition that admittance to the venue is restricted to themselves, spouses and assistants and that the delegates are partaking in prayer for Council, for the city, etc.
7. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.
8. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.



**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF COMMUNITY HALLS**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. The following are exempt from the payment of tariff and deposits:
  - 3.1 Meetings administered by National or Provincial Departments associated with National or Provincial initiatives to promote upgrading, upliftment or development within council's area of jurisdiction;
  - 3.2 Pension Payout Committees;
  - 3.3 Meetings of Senior Citizens Clubs;
  - 3.4 Councillors' ward committee meetings.
4. The City Secretary may refuse any application for the lease of the premises.
5. Applications for advanced bookings in respect of activities of a professional nature, commercial activities and activities where admission fees are charged, will only be considered three months prior to the event/activity and the applicant will be responsible for payment of the applicable deposit when making such booking.
6. Applications in respect of charitable/welfare organisations, amateur sports institutions and religious activities will be considered up to a year in advance on condition that a year plan is submitted in respect of the organisations which use the halls daily/weekly from Monday – Friday noon and subject to the payment of a once-off refundable deposit for the year (as stipulated in the Tariff of Charges).
7. Applications for advanced bookings by persons/institutions without profit motive, excluding weddings, will only be considered three months prior to the event/activity and the applicant will be responsible for the payment of a deposit per booking when making such booking. Advanced bookings in respect of weddings will be considered six months prior to the event and subject to payment of the applicable deposit.
8. The lease of the hall includes usual seating accommodation i.e. 30 tables and 240 chairs.
9. No additional electrical apparatus other than that provided by Council may be plugged into or connected to any point of electrical supply without the prior written approval of the City Electrical Engineer.

10. The lessee shall be responsible for the locking of all external windows and doors in the hall prior to leaving the premises and shall return the keys of the premises to the caretaker on the first normal working day after the day on which the premises was leased. In the event of the loss of a door key the lessee shall be required to pay for the replacement of the lock and key of the door concerned.
11. All equipment or such items used by the lessee shall upon termination of any function, be cleaned and locked up in the appropriate storage place provided for this purpose.
12. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the immediate exterior surrounding, failing which Council shall clean the premises at the expense of the lessee. Where the hall is used for entertainment for own profit (i.e. where the premium tariff applies) the hourly tariff may be reduced by fifty percent (50%) for the time when the lessee is preparing or cleaning the hall, provided that such reduced tariff shall be limited to half the total hours that the hall was used or 3 hours whichever is the lesser.
13. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

## ANNEXURE F

### CITY OF uMHLATHUZE

#### RULES AND REGULATIONS FOR THE USE OF THE COMPLEX AT NGWELEZANE

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No .....
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. The lessee shall, at least twenty-four hours prior to the commencement of the function for which the hall has been leased, come to an agreement with the caretaker as to the opening of the hall and issue of equipment.
4. The exits shall not be obstructed with décor, furniture or any object.
5. Pension Payout Committees may use one of the halls at Ngwelezane, free of charge provided that such use is restricted to once a month.
6. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the exterior surrounding, failing which Council shall clean the premises at the expense of the lessee. All litter must be placed in the bins and décor removed from the premises.
7. The kitchen shall be left in a clean and tidy condition.
8. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF THE ALKANTSTRAND MULTI  
FUNCTIONAL HALL**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice No MN8/2002 (11 April 2002) = amended No. 57/2003 (27 November 2003).
2. No booking is confirmed before the applicable deposit and tariff have been paid in full.
3. The following are exempt from the payment of tariff and deposits:
  - 3.1 Meetings administered by National or Provincial Departments associated with National or Provincial initiatives to promote upgrading, upliftment or development within Council's area of jurisdiction;
  - 3.2 Meetings of Senior Citizens Clubs;
  - 3.3 Councillors' ward committee meetings.
4. The Council may refuse any application for the lease of the premises and will not be obliged to give reasons for such refusal.
5. Applications for advanced bookings in respect of activities of a professional nature, commercial activities and activities where admission fees are charged, will only be considered three months prior to the event/activity and the applicant will be responsible for payment of the applicable deposit when making such booking.
6. Applications in respect of charitable/welfare organisations, amateur sports institutions and religious activities will be considered up to a year in advance on condition that a year plan is submitted in respect of the organisations which use the halls daily/weekly from Monday – Friday noon and subject to the payment of a once-off refundable deposit for the year (as stipulated in the Tariff of Charges).
7. Applications for advanced bookings by persons/institutions without profit motive, excluding weddings, will only be considered three months prior to the event/activity and the applicant will be responsible for the payment of a deposit per booking when making such booking. Advanced bookings in respect of weddings will be considered six months prior to the event and subject to payment of the applicable deposit.
8. No additional electrical apparatus other than that provided by Council may be plugged into or connected to any point of electrical supply without the prior written approval of the City Electrical Engineer.

9. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the immediate exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.
10. It should be noted that the lease of the hall does not include seating accommodation i.e. chairs, or tables.
11. The hall is reserved, free of charge during the following periods from 07:00 to 17:00 for use by hawkers who have been issued with a permit for the sale of arts and crafts at this facility:
  - 1 December to 15 January
  - KZN Easter school holidays
  - KZN Winter school holidays
  - KZN Michaelmas school holidays
12. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.

**CITY OF uMHLATHUZE**

**RULES AND REGULATIONS FOR THE USE OF THE ARTS AND CRAFTS CENTRE**

1. The lessee shall at all times comply with and be governed by the bylaws relating to the lease of halls and conference facilities as promulgated in the Government Gazette under Notice Number MN8/2002 on 11 April 2002.
2. No booking is confirmed before the applicable tariff has been paid in full.
3. The following are exempt from the payment of tariff and deposits:
  - 3.1 Meetings administered by National or Provincial Departments associated with National or Provincial initiatives to promote upgrading, upliftment or development within Council's area of jurisdiction;
  - 3.2 Meetings of Senior Citizens Clubs; and
  - 3.3 Councillors' ward committee meetings.
4. Council may refuse any application for the lease of the premises and will not be obliged to give reasons for such refusal.
5. Applications for advanced bookings will only be considered three months prior to the event/activity and the applicant will be responsible for the payment of a tariff per booking when making such booking.
6. No additional electrical apparatus other than that provided by Council may be plugged into or connected to any point of electrical supply without the prior written approval of the City Electrical Engineer.
7. Upon termination of any function the lessee shall be responsible for the cleaning of the interior of the premises as well as the immediate exterior surrounding, failing which Council shall clean the premises at the expense of the lessee.
8. It should be noted that the lease of the hall does not include seating accommodation i.e. chairs, or tables.
9. This building is a public facility in terms of the Tobacco Products Control Amendment Act, 1999 (Act No 12 of 1999) and as a result smoking is strictly prohibited. Any person who fails to comply shall be prosecuted and may be liable to a fine.