

## Use of a Hall

- (a) Applications for advanced bookings in respect of activities of a professional nature, commercial activities where admission fees are charged, will only be considered 3 months prior to the event /activity and the applicant will be responsible for payment of the deposit when making such booking.
- (b) Applications for advanced bookings by persons/institutions without profit motive excluding weddings will be considered 3 months prior to the event activity and the applicant will be responsible for the payment of a deposit per booking when making such a booking. Advanced bookings in respect of weddings will be considered 6 months prior to the event and subject to payment of the applicable deposit.

## 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 cluster supervisor 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.

## Payment in Advance

No reservation of premises shall be made until such time as a properly completed form has been received, together with the prescribed tariff and deposit.

## Refund of Charges

- (a) If the lease 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 lease, pay the lease 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.
- (b) Where possible, deposit will be within 7 to 14 **working days** after the **event has taken place**. Deposits are refunded **via transfer to the nominated bank account**.

## Indemnity

- (a) 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.

- (b) 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.
- (c) 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

### **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.

### **Overcrowding**

- (a) 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.
- (b) 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.

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

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

**Orderly behaviour:** 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.

### **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.

### **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.

### **Facilities**

The community halls are supplied with furniture as stipulated in the inventory list available in each hall booking offices.

### **Catering**

- (a) 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 state.
- (b) The Kitchen shall be left in a clean and tidy condition.

### **Item 14 of old contract removed as no longer applicable**

### **Council-owned property**

- (a) 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.
- (b) No notices, posters, advertisements, decoration, 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 Deputy Municipal Manager: Community Services first being obtained and not nails, screws, drawing pins or sticky material may be knocked into or affixed to any portion of the premises except against any wood railing in the premises where such railings have been installed for this purpose.
- (c) No movable lighted scenery other than that which is electronically 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 regulation for combatting and preventing the spread of insect pest affecting wood.

### **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.

### **Lighting Arrangements**

No additional or special lighting may be installed in or on the premises without the prior approval of the Deputy Municipal Manager: **Community Services** 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.

### **Animals**

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

### **Intoxicating liquor**

When intoxicating liquor is to be supplied on the premises, the lessee shall observe at the requirements of the liquor act, (Act No 87 of 1977)

### **Inspection after each function**

On the first working day, alternatively following day, as the case may be, after the function for which the premises were leased, the premises shall be inspected by the cluster supervisor **or the delegated official** and the lessee or anyone deputed by him/**her** on his/**her** behalf and any damages shall be recorded at the time of the inspection.

### **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.

### **Smoking Prohibited**

The building is a public facility in terms of the Tobacco Control products Control Amendment Act, smoking is strictly prohibited.

### **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.