



## LESEDI LOCAL MUNICIPALITY

### BYLAWS FOR THE CONTROL AND LETTING, MUNICIPAL HALLS

COUNCIL RESOLUTION NO

[Date of Commencement\_\_\_\_\_]

To provide for the provision and regulation of Municipal halls within the municipal area of the Lesedi Local Municipality and to provide for matters incidental thereto

BE IT ENACTED by the Council of the Lesedi Local Municipality, as follows:

#### **LLM Bylaws for the Control and Letting of Municipal halls**

#### **1 DEFINITION**

For the purpose of these bylaws, unless the context otherwise indicates:

**“Municipal halls”** means a hall/ Municipal facility within the area of Lesedi Local Municipality which is made available for hiring under prescribed circumstances and conditions and at a prescribed tariff;

**“Caretaker”**: means the delegated council official in control of the rented facility

**“Charges”** means any deposit, tariff or miscellaneous charges in respect of the Municipal Hall as determined from time to time by the Council;

**“Deposit”** means the amount payable as a deposit on reservation of the determined Municipal Hall and such amount will be as determined from time to time by the Council, which amount shall be refundable within 30 days after termination of the lease, provided all the provisions of these bylaws have been complied with.

**“Lessee”** means a person 18 years of age or older by whom or on who's behalf the lease agreement was signed

**“Session”** means a morning, afternoon or evening during which time one reservation of a minimum of 2 hours can be made

**WORKING HOURS** shall mean the prescribed time of 07: 30 am to 16: 00, which also include the extended hours of between 17: 23: 30 of which no activity shall take place beyond the prescribed hours as defined in this clause.

**LLM** refers to the Lesedi Local Municipality.

## **2. RIGHT OF ADMISSION**

The Council reserves the absolute right of admission to let the Municipal Halls and a right of admission in to the halls.

## **3. RESERVATIONS**

Municipal Halls are not equal with regard to size, layout and the availability of caretakers and amenities. Subsequently it may be necessary to categorise facilities which will impact on tariffs, accessibility and type of services made available. Only Council approved activities will be allowed

- 3.1 No block bookings will be allowed for churches, groups, sports organisations or schools. Only one booking per facility per month will be allowed for such.
- 3.2 All Applications for the booking of the Municipal Halls shall be done in writing in accordance with the prescribed format of the Council, accompanied by the signing of the Agreement in accordance with the provisions of clause 3.5 and 3.8 below.
- 3.3 Municipal Halls will only be available for reservations during approved working hours at a tariff and under conditions as determined by Council from time to time.
- 3.4 A person who wishes to hire the Municipal halls shall book the hall with the Council Delegated Official, at least fourteen (14) days in advance and reservations will be dealt with in the order in which they are received.
- 3.5 Contracts will be entered into with persons 18 years and older and/or persons legally deemed to be a major.
- 3.6 Reservations shall be limited to periods of a minimum of 2 hours per session and not LLM ByLaws for the Control and Letting of Library Municipal halls and Municipal halls exceeding four (4) consecutive days.
- 3.7 Only one (1) reservation per morning, afternoon or evening session (where applicable) shall be accommodated to allow for cleaning and preparation time

- 3.8 All persons hiring a facility shall, during normal office hours at the office of the council delegated official, complete an agreement as prescribed by the Council. The person, by whom such an agreement is signed, shall be deemed to be the lessee. The person signing the agreement is required to be present at the event and is responsible for the activities of which the hall is hired for.
- 3.9 A deposit as determined by Council from time to time shall be payable at the time of the booking by the lessee for intended hall/ facility. The deposit shall be refunded if no damage or loss is caused and if, where applicable, the keys have been returned to the Municipality according to the prescribed format.
- 3.10 The Municipal Hall is primarily to be used for activities and programs of which it was booked for and if the Lessee use the facility for another unauthorised activity, that shall serve as a ground for the termination of the Agreement signed and penalty shall be payable in accordance with the penalty clause.

#### **4. PAYMENT OF CHARGES**

- 4.1 No reservation shall be made and no agreement concluded unless payment is made as hereinafter stated, and no tickets shall be distributed or any public announcement made until the reservation has been accepted.
- 4.2 Application for a reservation shall be done not later than fourteen (14) days before the date of use of the facility and shall be accompanied by the prescribed deposit and rental: provided that the fourteen (14) day period may in special cases be shortened by the Council Delegated Official in which event the deposit and rental is payable in cash.
- 4.3 When the period of the lease is exceeded for any duration of time, the total rental shall become payable for every hour or part thereof exceeded, whether the facility was rented or made available free of charge
- 4.4 No access to the facility will be given unless payment has been made within the prescribed time and in the prescribed manner.

#### **5. FREE USE**

Municipal halls shall be made available free of charge for the following council approved activities

- Official Function, Meetings and /or activities of the Lesedi Local Municipality.
- Ward committee meetings provided the Ward Councillor / Sector Leader or Ward Committee Secretary signs the free use contract, submits the proposed

agenda and the Ward Councillor / Sector Leader will be personally present at the meeting

- Meetings and seminars of the Council
- Approved local senior citizen's organizations
- Non-profit organisations for the disabled
- National/Provincial stakeholders meetings provided that the counter Local Government Department takes responsibility for the reservation.

## **6. PROVISION OF FURNITURE, EQUIPMENT AND CROCKERY LLM Bylaws**

- 6.1 The provision and arrangement of tables and chairs for the purpose of a function shall be undertaken by the Council where Caretakers are available, provided that such an arrangement will be done once and the furniture layout plan must be submitted not later than two (2) days before the date of the reservation
- 6.2 Equipment and/or crockery where available at identified Halls, shall be for hire at a fee determined by Council from time to time.
- 6.3. No additional furniture or equipment other than that already available in the Municipal halls will be provided.

## **7. CONDITIONS OF LEASING**

The leasing of the Municipal halls is subject to:

- 7.1 No person may display any mural decoration of any description or any exterior decoration flags, banners, emblems, posters or notices or similar articles in or any portion of a hall excepts if provision has been made for.
- 7.2 No person shall display posters or similar advertisements at the entrance of the hall except to a hall on the display board provided by the LLM for these purposes. Such poster shall not be displayed on such board for a period more than 14 days prior to the function for which a hall has been hired.
- 7.3
- 7.4 If a scheduled meeting cannot be held for whatever reason, alternative arrangements by the lessee must be made timeously
- 7.5 No labels, tags or marks on furniture, walls, floors and ceilings shall be allowed
- 7.6 No overcrowding shall fake place. The number of persons allowed shall be limited to the seating accommodation available. When the available seating

accommodation has been occupied, the lessee shall prevent admittance of persons in excess of such seating capacity

- 7.7 No person shall be admitted to the hired facility, or having gained admission be permitted to remain therein, who is of known bad character or who is intoxicated or who is unsuitably clad
- 7.8 No furniture or articles of any description being the property of the Council, shall be removed from a hall without prior written consent from the Controlling Librarian
- 7.9 In the event of any conditions not being adhered to, it shall be within the authority of the Council to cancel the use of the Municipal halls at any time
- 7.10 No compensation shall be payable by the Council to the lessee for cancellation of use due to contravention of bylaws, or any other loss sustained by such a cancellation or due to unforeseen circumstances e.g flooding.

## **8. CANCELLATION OF RESERVATION**

8.1 A reservation may be cancelled by a lessee:

- Provided that written notice of such a cancellation in respect of a facility must be received by the Council Delegated official not later than seven (7) days prior to the reservation date
- If notice is received as aforementioned the rental will be refunded.

8.1.1 If the cancellation referred to in 8.1 above, is received later than provided for, the rental shall ipso facto be forfeited, Provided that if the facility is relet the rental may be refunded

## **9. POSTPONEMENT OF RESERVATION**

- 9.1 Persons hiring Municipal halls shall be permitted to postpone a reservation: Provided that written notice of the postponement is received by the Council Delegated Official not less than seven (7) days prior to the reservation date in respect of a facility
- 9.2 If the notice of postponement is received later than period provided for in 9.1 above, the rental shall ipso facto be forfeited: Provided further that if the facility is relet by the Council the rental may be refunded.

## **10. NON LIABILITY FOR BREAKDOWN IN MACHINERY AND EQUIPMENT**

The Council shall not be liable for any loss suffered by the lessee as a result of any failure or defect in respect of any machinery, equipment or lighting, or any accident or breakdown however caused.

#### **11. RESPONSIBILITY OF LESSEE FOR DAMAGE TO COUNCIL'S PROPERTY**

The lessee shall be responsible for and shall make good any loss occasioned by missing articles or breakage, as well as damage to or loss of any other description to the buildings, furniture, fittings or any other property of the Council that have occurred during the period of hiring. This will be a condition whether the facility was rented or made available free of charge.

Any person or organization in breach of this condition may be barred from using any other Municipal facilities in future.

#### **12. INDEMNITY**

The Council shall not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any property, articles, or items placed or left on the premises by the lessee. Neither for damage or injury to any persons entering the premises or making use of the equipment on the premises hired. It shall be a condition of hire that the lessee shall indemnify and hold the Council harmless against any claim made by any person on any ground whatever

#### **13. SALES**

No commercial sales will be allowed in Municipal halls except sales initiated by Council and in terms of approved Council policy; provided that the Executive Manager: Corporate Services be delegated to approve or reject special applications.

Such applications are to be submitted in writing at least 30 days prior to the date of the function.

The sale of tickets at the entrance of the halls shall be pre approved by the Municipality and shall be the responsibility of the Lessee there to make necessary arrangements.

#### **14. INSPECTION OF MUNICIPAL HALLS**

The Council reserves the right for its delegates or other authorised officials of the Council, to at all times enter the premises for the purpose of any inspection, investigation and / or labour which is necessary for the application of these bylaws or in terms of any other bylaws or regulation in force within the Municipality.

#### **15. SMOKING PROHIBITED**

Smoking shall be prohibited in any facility, and the lessee shall ensure that this prohibition is enforced and the Lesedi Local Municipality Smoking By-Law shall be applicable on the circumstances.

#### **16. ATTENDANCE OF CARETAKER**

- 16.1 The purpose of the Caretaker's or delegated official's attendance at a facility shall be for attending to the Council's interest and his service or that of any other official shall not be at the lessee's disposal whether for preparation or any other purposes connected with a function
- 16.2 The Caretaker or delegated official may request any person contravening any of the provisions of these bylaws to leave the premises immediately and on failing to do so, he may ask for police assistance to remove such a person
- 16.3 After every function the Caretaker or delegated official shall note the time that the lessee vacated the Municipal halls and inspect the facility used. Any damage shall be noted in writing and signed by both parties

#### **17. TIME LIMIT**

The premises must be vacated by the end of the rental period as determined in the Tariff of Charges: Municipal halls failing which the penalty charges will become applicable

#### **18. COMPLIANCE WITH BYLAWS**

- 18.1 Failure by the lessee to observe any of these conditions shall entitle the Council to cancel any engagement forthwith. The authorised representative of the Council shall convey such cancellation to the lessee, and all amounts paid by the lessee shall in such event be forfeited
- 18.2 Any person contravening or failing to comply with any of the provisions of these bylaws shall be guilty of an offence and save where otherwise specially provided, shall be liable on conviction to pay a fine in the amount of R 2000.00.

#### **19. SUBLETTING**

The lessee or anybody in his service or under his control, may not on his behalf, sublet a facility or any equipment, or allow such usage by any other person or organisation during the period paid for by the lessee.

## **20. USE OF THE PIANO**

Lessees of Municipal halls equipped with a piano will adhere to the following:

20.1 It is the responsibility of Council to maintain and tune the piano on a regular basis. Subsequently pianos shall be tuned only by the person designated by Council to perform this function.

20.2 Pianos may not be removed from Municipal halls.

## **21. MUSIC LICENSE**

1% of the tariff paid by the Lessee will be used to pay the annual subscription to SAMRO by Lesedi Local Municipality

## **22. COPYRIGHT**

The Lessee shall be responsible to obtain the prior permission which is lawfully required of the owner of the Musical work for the performance thereof in any form as required by the Copyright Act (**No: 98 of 1978**)

## **23. ELECTRICITY LIGHTING AND COOKING APPARATUS**

23.1 Electricity lighting and similar appliances in the hall will be controlled by the caretaker or other authorised official of Lesedi Local Municipality only.

23.2 food may only be cooked and /or prepared in designated areas/rooms as specified per facility (some kitchens may only be used as preparation kitchens)

23.4 The Municipality Fire and/or Emergency Section should be notified if gas is utilised to prepare food.

## **24. TEMPORARY LIQUOR LICENSE**

The responsibility for obtaining a temporary liquor license will rest upon the Lessee where alcohol is sold to the public during the function. License must be handed to the caretaker before the commencement of the function.

## **25. STANDBY SERVICES**



Where in the opinion of the Lesedi Local Municipality, the nature or assemblage in any hall renders it desirable for fireman/electrician(s) to be present, such attendance shall be compulsory and the charge shall be fixed by Lesedi Local Municipality from time to time in its fire brigade by-laws and payable by the Lessee.

Where in the opinion of Lesedi Local Municipality it deems advisable that the occasion for which the particular hall is let requires same, the Lessee shall at his own costs make arrangements for the presence of sufficient number of public safety/SAPS Members to maintain order at such occasion. The Lessee shall provide satisfactory proof of such arrangement, if not; Lesedi Local Municipality has a right to refuse to open the doors of the Leased Halls.

## **27. INSURANCE.**

The tariff payable shall be calculated in a manner that will reflect the fee as part of the rental fee that will be payable to the insurance Company of the Lesedi Local Municipality.

## **26. REPEAL OF BYLAWS**

All Municipal halls ByLaws previously promulgated are repealed.

For office use  
File:  
Council Resolution:  
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