

The Council of the Ulundi 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:

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;

“**Council**” means the Ulundi Municipality and its successors in law, and includes the Council of that municipality or its Executive and Finance 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 and Finance 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.

(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 Municipal Manger and any additional or special lighting so authorised shall be carried out, at the expense of the lessee, by a person approved by the Municipal Manager on terms and conditions to be arranged between the Municipal Manager and such person, or between the Municipal Manager.

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.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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Fireman's Attendance

In the event of there being an activity on the premises which, in the opinion of the Municipal Manager, 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.

25. 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.

26. Rules and Regulations

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

27. 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.

ANNEXURE A

ULUNDI MUNICIPALITY

RULES AND REGULATIONS FOR THE LEASE OF MULTI-PURPOSE 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

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. 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.
7. The hoisting equipment shall only be used if prior approval has been obtained from such equipment as determined by the City Electrical Engineer.
8. 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.
9. 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.
10. 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.
11. 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.
12. The exits shall not be obstructed with décor or furniture.
13. 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.
14. 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.

15. Failure to comply with 14, 16 and 17 above will result in Council having the premises cleaned at the expense of the lessee.

16. 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.

17. 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 B ULUNDI MUNICIPALITY

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 Council 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.

ANNEXURE C

ULUNDI MUNICIPALITY

RULES AND REGULATIONS FOR THE USE OF THE CONFERENCE FACILITY AT THE PARK

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 ELECTRICAL ENGINEER.

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.

7. 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 D
ULUNDI MUNICIPALITY
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 Municipal Manager 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. 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 Electrical Engineer.

9. 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.

10. 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.

11. 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.

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.