

Dr NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

HIRE OF COMMUNITY VENUES / HALLS POLICY AND PROCEDURES

PREAMBLE:

Community venues, community halls, multiple purpose halls, recreational Centre's within the Dr Nkosazana Dlamini Zuma Municipality shall serve the public interest, and shall endeavour to serve the communities as part of its broader social contract. Multiple purpose venues such as the Sports Fields venues may be used for a variety of community needs on condition that the Municipal Manager or his delegated manager is satisfied that all reasonable and preventative steps have been taken to safeguard the venue against abuse or damage.

The community venues/ halls may be used for the following activities:

- Weddings
- Engagements
- Receptions
- Fund Raiser functions
- Charitable Activities
- Dance Debutantes
- Ball Discos
- Drama and Theatre productions
- Musical productions Auditions
- Indoor sport and recreation
- Social activities

Subject to the discretion of the Council, which shall deem those activities/functions that are not in its best interests.

1. HIRING OF MUNICIPAL FACILITIES

The hirer is required to be 21 years of age and above, and where necessary, the municipal Booking Officer may request proof of age prior to accepting the booking. However, Council reserves the right to refuse any booking if considered that such booking is not in the best interests of the municipality.

2. DEPOSIT/SURETY

The payment of a deposit to cover cleaning/damage/additional usage and hire fee is required prior to use of the facility. Deposit fees are found on approved Council tariffs policy. No booking is confirmed until payment of the deposit and hire fees is paid in full. Arrangements will be made for the refund of the deposit on receipt of advice from the Hall Supervisor/Caretaker that the facility has been left in a clean, tidy and undamaged condition. Additional cleaning costs and damage in excess of the deposit amount will be invoiced to the user. Note that deposit monies

may take up to three weeks to be returned once deposit forms have been submitted to the municipality.

3. LAW AND ORDER

All users of community venues must abide by the by laws of the Council that deal specifically with issues of nuisance, noise, communal gathering, and civil disobedience. All hirers are subject to the appropriate legislation that deals with health, use of alcohol, environmental matters and criminal behaviour.

4. PUBLIC LIABILITY INSURANCE

Hirers are strongly advised to take out a Public Liability Insurance cover of at least R1 000 000 in respect to any one incident in relation to injury, death, loss, damage to property during the hire period. Without the insurance, hirers could be successfully personally sued.

5. NO SMOKING POLICY

All community halls under the direct care, control and management of the Dr Nkosazana Dlamini Zuma Municipality are deemed NO SMOKING AREAS. Non-compliance with the Policy may result in a loss of deposit and/or the person or organization being refused any future use of the facility.

6. REFUND OF FEES FOR ONCE OFF FUNCTIONS

Refund of fees subject to written notice of cancellation being received:

- Twenty-one (21) days or more prior to the booking, a full refund of hire fees will be made:
- Not less than fourteen (14) nor more than twenty (20) days prior to the booking, a half refund of hire fees will be made, and
- Less than fourteen (14) days prior to the booking, no refund will be made.

7. PERMANENT BOOKINGS

Permanent bookings are accepted for all facilities, if paid monthly in advance. Failure to make regular monthly payments may result in the use of the facility being denied. Twenty-four (24) hours' notice is required for any additional booking. Seven (7) days' notice of cancellation is necessary; otherwise payment is required and may be deducted from deposit monies.

8. COUNCIL/CIVIC FUNCTIONS

The municipality reserves the right to cancel any booking if the facility is required for an official function approved by Council. Every effort will be made to ensure that the hirer has received reasonable notification to make alternative arrangements if this should occur.

9. EQUIPMENT

In certain community venues a specific number of tables and chairs are provided as part of the booking fee, but should any additional tables and chairs be required, these are to be provided at the hirer's expense. Extreme care must be taken in transporting and positioning tables and chairs, in order that such equipment does not damage the floor or walls, otherwise a charge will be applied for any maintenance or additional cleaning required. The municipality does not supply crockery and cutlery. It is the hirer's responsibility to provide these items for themselves. Hirers are not permitted to use equipment belonging to another hirer/groups, which is located in the facilities, without the owner's consent. Hirers may not move municipal property (including musical instruments such as pianos, organs, public address system) without obtaining prior Council permission. Please note that kitchens at certain community halls are for warming of food only, not for cooking purposes.

10. GUESTS

Hirers are responsible for the actions of guests/members whilst using the premises. Hirers shall not invite more guests than specified under the Occupational Health and Safety Act for the facility. Maximum capacity for all community halls is displayed in the halls. The hirer to request this information before occupation.

11. HIRED AREA

The driving of tacks, nails, screws or affixing of adhesive materials, etc into or on any of the woodwork or walls or any part of the building, equipment or fixtures is prohibited.

The hirer must ensure that:

No lights or lighting fixtures are interfered with in any way. The use of confetti or similar materials is strictly forbidden. All decorations, including flowers and all equipment used in excess of equipment provided by Council must be removed immediately after the period of hire terminates. No damage is caused to the building or any property, chattels, equipment, fixtures or fittings contained in the building. No municipal property, chattels, equipment, fixtures or fittings are to be removed from the facilities. No inconvenience is caused to the owners or occupiers of property in the vicinity of the facilities. People attending functions are to remain within the area hired. Consideration of other users will be appreciated. No one should enter the hall before the designated time as other user groups may be using the facility.

12. FLOORS

No talcum powder, sawdust, resin or other surface altering substance may be used. Plants containing water are not to be placed on floors. If floors are damaged in any way, a charge will be levied for restoration.

13. CLEANING

The hirers shall replace all equipment in places designated by Council staff or cleaning supervisor/hall caretakers. All decorations, rubbish, etc must be removed and all areas used are to be left in a clean and tidy condition by the time the period of hire terminates. A clean up time of one hour is available free of charge, after which time the normal charge applies.

Should the end of the function not remove all equipment and the Caretaker is required to open the facility the next day to allow equipment to be collected, a nominal fee per hour will be levied and deducted from deposit monies. Articles and goods left during the hire of the hall are left at the hirer's/owner's risk. The municipality accepts no responsibility for any items left on the premises after the completion of functions.

The kitchen or food preparation area is left in a clean condition and that all rubbish is placed in the bags or other receptacles provided (except wet rubbish, which is to be removed).

14. SETUP/PREPARATION TIME

When requested, a set up/preparation period for bookings will be considered up to a maximum of one hour at no extra charge, subject to the nature of the booking. Any additional set up time will be charged at the

normal rate at that time.

15. CURFEW

The curfew for municipal facilities is 12:00 midnight so as not to inconvenience nearby residents. Music and refreshments must end at the hire time designated by the hirer and definitely not extend later than the curfew. Please ensure that the building is vacated at the agreed time. Failure to do so may result in additional charges. The Municipal Manager or his delegate is authorized to consider applications received from all organizations for use of Community Venues after 24h00.

16. LIQUOR

Where a charge for entry or payment for alcohol is involved, an Occasional Liquor Permit must be obtained from the South African Police Services.

17. CATERING

Catering remains the responsibility of the hirer, and due care must be taken of the furniture, equipment, fittings and the floor of the community hall. Any damage will be debited to the hirer, and deducted from the deposit.

18. SECURITY, CALLOUTS AND KEYS

Confirmation of booking must be made with the Hall supervisor/Caretaker at least seven (7) days prior to the commencement of the function. Where a late notice calls out to open a building occurs, this may result in a fee being levied to recover the costs invoiced. All doors and windows must be secured when the premises are vacated. If the Hall supervisor/Caretaker, or the Security Company is called out after hours to secure a building, the user at fault will be billed the cost of the call out accordingly. Any alarm system (where fitted) must be armed as required. If the alarm is not armed at the time of vacating the building or by the time the function was designed to finish, the municipality or Security Company will be called out to secure the building and a charge will made to the user group.

19. CHARITABLE ORGANISATIONS

The Municipal Manager has the authority to approve a Grant-in-Aid (Ad Hoc) for charitable organizations, in accordance with the municipality's policy and register. However, retrospective requests for fee reductions will not to be considered.

20. USE AND CLEARANCE CERTIFICATE

The hirer, together with the Hall supervisor/Caretaker, must complete a Use and Clearance Certificate prior to the function, and at the conclusion, to certify that all conditions of hire have been met, and that there are reasonable grounds to release the hirer from any liability in respect of damages. Once signed by both parties, the document must be presented to the Booking Officer to release the deposit or a portion of the deposit to the hirer.

21. REMOVAL OF CHAIRS AND OTHER EQUIPAMENTS

No one can remove/take outside the chairs and equipment from the halls except the foreman/Senior foreman designated for that community hall