



POLICY on COUNCIL HALL HIRE

TABLE OF CONTENTS

1	INTRODUCTION	3
2	PURPOSE OF THE POLICY	3
3	SCOPE OF THE POLICY	3
4	DEFINITIONS	3
5	LEGISLATIVE & CORPORATE REQUIREMENTS	4
6	PRINCIPLES OF POLICY	4
7	APPLICATION OF POLICY	4/5
8	TERMS AND CONDITIONS OF HALL HIRE AND SPECIFIC RESPONSIBILITIES OF HIRERS	5/6
9.	LETTING / HIRING	6/7
10.	PAYMENT OF HALL HIRING FEES	7
11.	POSTPONEMENT AND CANCELLATION	8
12.	ADMISSION OF PUBLIC	8
13.	DISCLAIMER	8
14.	REVIEW	9
15.	MANAGEMENT FUNCTION	9
16.	IMPLEMENTATION OF POLICY	9
17.	POLICY AMENDMENTS	9
18.	INDEMNITY	9
19.	RECOVERY OF ADDITIONAL HALL HIRE COSTS / LIABILITY OF HIRER FOR DAMAGES INCURRED DURING HALL HIRE	9

20.	ACCESS TO THE POLICY	9
21.	FURTHER INFORMATION	9

1. Introduction

Ray Nkonyeni Municipality is committed to maintaining a range of Council halls for the benefit of the community to be made available for hire by groups and individuals for the purpose of holding their meetings, activities and events.

2. Purpose of the Policy

- 2.1 The Council Hall Hire Policy provides a framework for the management of all Council's Urban and Rural Halls.
- 2.2 The Policy aims to ensure that a range of user groups have fair and equitable access to Council's community halls.

3. Scope of the Policy

- 3.1 The Policy shall be applicable to the hire by groups and individuals of all municipal Rural and Urban Halls.

4. Definitions

- 4.1 "**Hall**" shall mean any hall which belongs to the Municipality and which is made available to the public for private use as detailed in the Scope of the Policy.
- 4.2 "**Hall Supervisor**" means the person appointed by the Municipality from time to time to take care of the centre.
- 4.3 "**Deposit**" means the deposit, as set out in the tariff of charges, which is payable to safeguard the Municipality against breakages, which deposit shall be refunded after the function if it appears that no damage has been done to the hall or its equipments.
- 4.4 "**Hirer**" means the any group or individual entering into an agreement for use of a community hall and is the person who signed the application and agreement form for the hire of the hall and, if the form is signed on behalf of a club, school, firm, church or any other organization, also such club, school, firm, church or organization.
- 4.5 "**Municipality**" means the Ray Nkonyeni Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who

has delegated powers in terms of section 59 of the Local Government Municipal Systems Act, 2000 (Act No. 32 of 2000).

4.6 **"Municipal Manager"** means the person appointed in terms of section 82 of the Local Government Municipal Structures Act, 1998 (Act No. 117 of 1998)

4.7 **"Pyrotechnics"** – Fireworks display using flares

4.8 **"Internal Booking" Free Use** – Council, Inter-Governmental, Provincial and National Government providing free services and information to the Community of RNM

5. **Legislative & Corporate Requirements**

5.1 The Policy is to be read and implemented in conjunction with Council's other relevant policies, strategies and documents, including:

- Application for Hall Hire & Terms and Conditions of Hire
- Municipal Bylaws regarding Hall Hire
- Tariff of Charges

6. **Principles of Policy**

6.1 Council's halls are not to be used for the purpose of holding any activities that may be deemed discriminatory or hate inciting.

6.2 Priority for use of Council's community halls will be given to locally based groups. All other groups and individuals will be treated on a "first come first serve" basis.

6.3 Council recognizes the need to provide venues that are equipped for a range of different uses and cater for the needs of a range of different users.

6.4 Council will ensure fair and equitable access for all user groups to its community halls.

7. **Application of Policy**

7.1 The HOD Community Services is delegated with the authority to deal with and make decisions pertaining to special requests and those uses which are not explicitly covered in the Policy.

7.2 Use of the halls requires agreement by the hirer to comply with the Terms and Conditions of Hire as per Municipal Hall Hire Bylaws, payment of hall deposit and hall hire charges as per tariff of charges.

7.3 The Hall is primarily available for hire to groups and individuals for the purpose of holding large functions, special events and meetings.

7.4 Use of the Hall for the purpose of conducting commercial or business activities will be limited and require the pre-approval from HOD Community Services in conjunction with the Hall Supervisor.

7.5 Fees will be charged as per tariff of charges regarding hall hire.

- 7.6 When the hall is hired for a regional, provincial, national, government, quasi-government or a statutory body, the fee payable may be waived or reduced at the discretion of the HOD Community Services in conjunction with the Hall Supervisor.
- 7.7 Where an organization's activity or program is able to contribute directly to the achievement of one or more of Council's Key Strategies, Council may agree to waive or discount the hire charges. These organizations include NGO's, NPO'S and Service Groups within the Municipality. Written Applications must be made in advance to Council.
- 7.8 Activities undertaken in the community halls should be undertaken in a manner that considers environmental sustainability.

8. Terms and Conditions of Hire and Specific Responsibilities of Hirers

8.1 The Municipality will NOT supply labour for the layout of chairs, tables and other equipment prior to a function. (Hereinafter referred to as "**the Preparation Period**")

8.2 At the conclusion of the period of hire the clearing away and stacking of tables and chairs, disposal of refuse and litter etc. (hereinafter referred as "**the Cleaning-Up Period**") shall be carried by the hirer OR, should the hirer so elect, by labour hired on his /her behalf by the Municipality. The hire of any labour required must be arranged with the Hall Supervisor when the hall booking is made.

8.3 The Municipality will NOT supply cleaning material of any nature to facilitate the tasks involved in the cleaning-up period. The Hirer would be responsible for providing all necessary cleaning material. Advice can be sought from the Hall Supervisor.

8.4 Children will NOT be allowed access to the hall during the preparation and cleaning-up periods.

8.5 HIRER'S RESPONSIBILITIES DURING PREPARATION PERIOD

- i. The layout of chairs, tables and other equipment required.
- ii. Ensuring that nails , tacks, drawing pins, staples, and adhesive substances are not used on for displaying signs, posters, pictures, drapes or decorations of any nature on walls, floors, ceilings, fixtures and fittings without prior approval of the Hall Supervisor
- iii. Ensuring that tables and any other heavy items are NOT moved from one location to another by dragging them along the floors. They must in all instances be carried to avoid damages to the floor.

- iv. Ensuring that items of furniture, equipment or movable assets allocated to a particular facility are NOT removed therefrom and used or relocated elsewhere without prior consent from the Supervisor.
- v. Compliance with the provisions of prohibition signs – it is the responsibility of the hirer to ensure all patrons/ guests are made aware of the prohibition signs especially the non-smoking and that it is strictly adhered to

8.6 **HIRER'S RESPONSIBILITIES DURING THE CLEANING UP PERIOD**

- i. Clearing away all tables, chairs and other equipment used and stacking them in their appropriate storage areas.
- ii. Clearing all litter and refuse from the hall and adjoining facilities.
- iii. The sweeping and mopping of all floors in which hirer has made use, including the toilets. Where applicable the kitchen must be thoroughly cleaned and mopped. Utensils and equipment must be washed and dried.
- iv. All decorations, posters and drapes must be removed together any adhesive substance used to secure or affix the abovementioned.

8.7 **SMOKING** is strictly prohibited – for designated smoking areas please consult with Hall Supervisor – deposit will be forfeited should you not comply

8.8 The use of **PYROTECHNICS** (fireworks display) is strictly prohibited

8.9 The use of **PAPER CONFETTI** is strictly forbidden – it is the responsibility of the hirer to ensure all persons that form part of the function are made aware of this; however dried flower petals can be used as a substitute for paper confetti.

8.10 **Functions must commence and end punctually.** Henceforth should any hirer fail to arrive at the hall within an hour of the stipulated time or fails to notify the hall supervisor of the delay, the hall would be closed and all hire charges paid will be forfeited.

9. **Letting / Hiring**

9.1 Applications for the hire of the hall or rooms shall be dealt with in the order in which they are received.

9.2 Persons who apply for the hire of the hall or room shall apply in writing/or verbally to the Hall Supervisor and complete the prescribed application and agreement form. In Rural

Halls applications must be made to the designated Ward Committee Member /hall caretaker responsible for the control of the hall in that specific ward.

- 9.3 The person who signed the application form on behalf of the club, school, church, firm or any other organization, shall be jointly and severally responsible with such organization, whether criminally or civilly for the observance of the Hall Hire Policy and Municipal Bylaws regarding Hall Hire.
- 9.4 The Municipality reserves the right to refuse to let the hall or room without assigning its reasons therefore or to cancel any booking thereof:
- (a) if the intended function does not meet with the approval of the Municipality; or
 - (b) if the hall or room, furniture or equipment is, in the opinion of the Hall Supervisor, likely to be damaged by persons attending the function; or
 - (c) if the hall or room is required for a purpose which, in the opinion of the Municipal Manager should take precedence.
- 9.5 In the event of a refusal or cancellation as no compensation (excepting the refunding of the appropriate hall fee and deposit) shall be payable to the hirer for loss which he may suffer by reason of such refusal or cancellation.
- 9.6 All **Internal Bookings** to be made within Forty Eight Hours (48) prior to commencement of such meetings. Internal hall bookings will only be confirmed once the internal hall booking form is completed and forwarded to the **Hall Supervisor**
- 9.7 The Internal Hall booking form must be completed with all requirements, seating arrangements, number of persons attending, starting and finishing time.
- 9.8 The completed Internal Hall booking form must be signed by the respective HOD or Manager of the respective department/section.
- 9.9 Emergency Meetings will only be considered with written approval from the HOD Community Services or Municipal Manager subject to availability of the hall and its facilities.
- 9.10 Opening and Closing of all halls will be the sole responsibility of the Hall Supervisor/ the designated hall caretaker in case of rural halls. The Office in Port Shepstone will have a set of spare keys for all Halls in case of emergency and for Ease of accessibility.
- 9.11 The hall would be inspected by the Hall Supervisor or designated person immediately after the period of hire and any damages /losses would be brought to the attention of the Hirer or his designated person.

10. Payment of Hall Hiring Fees

- 10.1 No reservation shall be confirmed unless the required deposit is paid at the time of the application for reservation, and no tickets, invitations or notices may be printed or distributed until such time as the reservation has been accepted.
- 10.2 The hirer shall not be allowed to enter into occupation of the hall unless and until the full hire fee has been paid.

- 10.3 The hiring of any hall includes the use of the hall as well as the kitchen, and equipment thereof.
- 10.4 The hire fee, as set out in the tariffs of charges, shall be payable fourteen days in advance and shall include the cleaning fee of the building.
- 10.5 Payments in urban and rural halls shall be payable at municipal cashiers or direct deposit into municipal bank account . Monies should not be paid to any official other than cashiers at municipal cashiers office and be issued with an official receipt.

11. Postponement and Cancellation

- 11.1 A hirer may, on good cause shown, postpone a reservation for maximum period of 30 days, and provided written notification thereof is given to the Hall Supervisor at least seven (7) days prior to such postponement and, in the opinion of the Hall Supervisor no other hirer will be prejudiced thereby, he may permit such postponement forfeiture of the hire fee, failing which such postponement shall be regarded as a cancellation and the hirer shall forfeit the full hire fee.
- 11.2 A hirer may cancel the reservation of the hall, provided that he shall give the Hall Supervisor notice of the cancellation at least seven (7)days before the reserved date, in which case the rental paid in respect of such reservation, less 25% shall be refunded to him.

12. Admission of Public

- 12.1 The hirer shall be responsible for all arrangements in connection with the admission of the public to the hall, the sale of tickets, the provision of ushers and all such staff and officials (including police and protection officials) as may be necessary to ensure that the function takes place in a controlled and orderly manner.
- 12.2 The hall shall be let to the hirer on the condition that that the number of persons allowed in the hall shall be limited to the available seating capacity. When the available seating accommodation has been occupied, the hirer shall prohibit the admission of any person in order to prevent that such seating capacity is exceeded.
- 12.3 No person shall be allowed to congregate *or* gather in the passages, aisles *or* doorway of the facility hired in terms of these bylaws.

13. Disclaimer

Under no circumstances shall the Municipality be liable for except where gross negligence can be attributed to the Municipality:-

- (a) Any damage *or* loss suffered by any person owing to any defect in the hall, the electrical

installation or any insufficiency or interruption of the power supply to the hall;

- (b) Any damage or loss of any property or anyone else brings or leaves on the premises or in the hall for his use or purpose , or injury to any persons or loss of or damage to any clothing of such persons entering the premises or making use of the equipment and, by signing the application and agreement form, the hirer indemnifies the Municipality in respect of any claim which any person or persons may institute on any ground whatsoever;
- (c) Any loss or damage suffered by the hirer as a result of a failure or defect in the machinery, appliances or lighting apparatus for the lighting of the hall or of any other equipment howsoever caused.

14. Review

The Policy will be reviewed in line with Council's Policy Framework or earlier in the event of major changes to legislation or related policies/procedures or if deemed necessary by the Municipal Manager or his nominee.

15. Management Function

The HOD Community Services and his delegated official shall monitor all aspects of the hire of halls and report on monthly basis to Community Services Portfolio Committee.

16. Implementation of Policy

The implementation date of this policy shall be date of approval by Council.

17. Policy Amendments

This policy shall be amended time to time when council deems necessary to amend it.

18. Indemnity

Ray Nkonyeni Municipality shall be indemnified against any claim that may arise as a result of the hire of the hall/s.

19. Recovery of Additional Hall Hire Costs / Liability of Hirer for Damages

19.1 The hirer shall be liable for any breakages or other damage of whatsoever nature effected or caused to the hall, its apparatus or equipment during his occupation of the hall. If the hirer, before the actual use of the hall, should find any furniture, equipment or other property to be defective, damaged or broken, then it must immediately be brought to the attention of the Hall Supervisor/ designated Ward Committee member/hall caretaker before he takes use of the hall failing which it shall be deemed that such damage of defect originated during the period in which it was used by the hirer,

19.2 Excepting the rental, the hirer shall also pay in a deposit (as set in tariff of charges), which deposit shall be used to offset any possible damage or loss to the hall or its equipment. In the event of the damage exceeding the aforementioned deposit, the hirer shall be liable for such excess.

20. Access to the Policy

The Policy is available for public inspection on Council's website.

21. Further Information

For further information about the Community Halls Hire Policy please contact:
Head of Department –Community Services – Arts and Culture Unit.