



## **MKHAMBATHINI LOCAL MUNICIPALITY**

### **POLICY FOR THE HIRE OF COMMUNITY VENUES / HALLS**

## **PREAMBLE:**

Community venues, community halls, multiple purpose halls, recreational centres within the precincts of the Mkhambathini Local Municipality shall serve the public interest, and shall endeavour to serve the communities as part of its broader social contract.

Multiple purpose venues and recreational venues may be used for a variety of community needs on condition that the Municipal Manager or his delegated representative satisfied that all reason able 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, not listed above

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

## **1. HIRING OF MUNICIPAL FACILITIES**

Booking requests will only be entertained from a hirer of at least 21 years of age. Where necessary, the municipal Booking Office 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. The applicable fees will be determined by the Municipality in its sole discretion according to the Municipality's set tariffs for

the year. No booking is confirmed until payment of the deposit and hire fees are 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 Municipality 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 R 1 000 000 in respect of any one incident in relation to injury, death, loss, damage to property during the hire period. Without the insurance, hirers could be success fully personally sued.

Hirers agree that the Municipality will in all instances be completely indemnified from any claim by any party for any loss that may occur or damages that may be suffered on the premises of any facility that is the subject of this policy.

### **5. NO SMOKING POLICY**

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

### **6. REFUND OF FEES FOR ONCE OFF FUNCT IONS**

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

Twenty-one (21) or more business days prior to the booking, a full refund of hire fees will be made;

Not less than fourteen (14) nor more than twenty (20) business days prior to the booking, a half refund of hire fees will be made, and

Less than fourteen (14) business days prior to the booking, no refund will be made.

## **7. PERMANENT/ RECURRING 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. MUNICIPAL/CIVIC FUNCTIONS**

The municipality reserves the right to cancel any booking if the facility is required for an official function approved by the Municipality. 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, cutlery, sound systems and sanitary materials.

Hirers are not permitted to use equipment belonging to another hirer/groups, which may be located on the facilities, without the owner's consent.

Hirers may not move municipal property without obtaining prior Municipal permission.

Kitchen facilities at certain community halls are for warming of food only, not for cooking.

Hirers are not permitted to wash any crockery and cutlery on the premises. The deposit may be forfeited in such a case. No Municipal equipment will be allowed or be borrowed for use in and around community to prevent any loss or damage to property

## **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. The Maximum capacity for all community halls is displayed in the halls.

## **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, removed or damaged 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, the deposit will be forfeited and 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 hirer fail to remove all equipment at the end of the function not 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 must be left in a clean condition and all rubbish is placed in the bags or other receptacles provided (except wet rubbish, which is to be removed).

#### **14. SET UP/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 midnight so as not to inconvenience nearby residents. The playing of Music and serving of refreshments must end at the expiration of the hire time and shall not extend later than the curfew. The facility must be vacated at the agreed time. Failure to do so may result in the forfeiture of the deposit and additional charges.

The Municipal Manager or his delegate is authorised to consider applications received from all organisations for use of Community Venues after midnight.

#### **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. The Municipality expressly prohibits the sale or serving of alcohol on any Municipal premises save where the necessary Permit is obtained, in which case Municipality's Alcohol Policy shall also apply.

#### **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 call out to open a building occurs, this may result in a fee being levied to recover the costs incurred.

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 designated to finish, the municipality or Security Company will be called out to secure the building and a charge will be made to the user group.

## **19. ADHOC GRANT IN AID WAIVER OF FEES**

The Municipal Manager has the authority to approve the issuing of an Ad Hoc Grant-in-Aid (Ad Hoc) and waive any fees for the hiring of venues to whomever he/she deem fit and or where the hirer is a charitable organisation, non-profit organisation or public benefit group, in accordance with the municipality's policy and register. Retrospective requests for fee reductions will not 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 Office to release the deposit or a portion of the deposit to the hirer.

## **21. CONDITIONAL PROHIBITION ON BROADCASTING OF PROTECTED WORKS**

By hiring any premises, the hirer understands that the Municipality does not permit the broadcasting of protected works in any venue of facility.

The Hirer undertakes that it will ensure that it has the necessary authorisation to broadcast such works, or alternatively that it will procure the services of a service provider which is in possession of the necessary licensing.

In all instances, the hirer indemnifies the Municipality against a claim that arises from the broadcasting of protected works by the hirer by any party. Where there is such a broadcast, the broadcaster thereof will warrant that he/she or it is in possession of the necessary broadcasting license to do so.

## 22. PROJECT SUKUMA SAKHE WAR ROOM FACILITIES/OFFICES

Project Sukuma Sakhe offices situated within Community Halls are exempt from the tariffs set out and may not be utilised by hirers for any reason.

Caretakers reserve the right to take steps to ensure that such offices and their contents are secured and trespassers may be prosecuted.

## 23.TARRIFS:

The Municipality reserves the right to implement tariffs for the use and hire of any premises.

The applicable tariffs form part of the Municipality's tariff policy and the below is the list of tariff for hall hir

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### COMMUNITY HALL USES

DESCRIPTION	DEPOSITS	TARIFF
	2023/24	2023/24
FUNERAL	635	1050
COMMUNITY ACTIVITY	635	1050
DRAMA PRODUCTIONS	2106	2421
FUND RAISING FUNCTIONS	2106	2639
WEDDINGS / ENGAGEMENTS	2106	3159
POLITICAL MEETINGS	2106	3159
CHURCH	2106	1050
SPORTS FIELD(FESTS)	2106	3159
CANCELATION FEES	0%	10%