

EXPLANATORY NOTE:

Words ~~struck through~~ indicate proposed **deletions** from existing by-laws.

Words underlined with a solid line indicate proposed **insertions** in existing by-laws

BY-LAWS RELATING TO LEASE OF MUNICIPAL HALLS

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CHAPTER 1 DEFINITIONS

1. Definitions

- (1) In these By-laws, unless the context otherwise indicates -

"Caretaker" means the official appointed by the ~~Council~~ Municipality from time to time to supervise and control the use of halls and his authorised nominee;

~~**"Council"** means the municipal council of the Mangaung Local Municipality in which the executive and legislative authority of the municipality is vested, and which is the decision making body of the municipality, and its delegates;~~

"Council" means the Council of the Mangaung Metropolitan Municipality or any political structure, political office bearer, councillor or any staff member acting under council's delegated or sub-delegated power;

"hall" means a hall as contemplated in ~~regulation~~ section 2 of which the Council is the owner;

"Lessee" means the person who has signed a lease agreement with the Municipality similar to the agreement set out in Annexure A hereto for the lease of a hall, and if signed on behalf of a legal body, also such legal body;

~~**"municipality"** means the Mangaung Local Municipality, and when referred to as—~~

~~(a) an entity, means Mangaung Local Municipality as described in section 2 of the Local Government: Systems Act, 2000 (Act No 32 of 2000); and—~~

~~(b) a geographic area, means the municipal area of Mangaung Local Municipality as determined in terms of the Local Government : Municipal Demarcation Act, 1998 (Act No 27 of 1998);~~

"Municipality/City" means Mangaung Metropolitan Municipality established by the Provincial Notice No. 261 of 28 March 2011, issued in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

"Operational Officer" means the supervisor appointed by the Council Municipality to supervise the physical operations of all municipal facilities;

"Preparation fee" means a fee as determined by the Council from time to time which by resolution is levied for the preparation of a hall for a function or a rehearsal of a function.

- (2) In these by-laws, unless the context indicates otherwise, words and expressions denoting the singular shall include the plural and vice versa, words and expressions denoting the male sex shall include the female sex and vice versa and reference to a natural person shall include a legal person and vice versa.

CHAPTER 2 USE OF MUNICIPAL HALLS

2. Use of halls

- (1) The ~~Council~~ Municipality may in its discretion make a hall situated in the Municipality of which it is the owner, available for use by any resident or by any person or legal person and any such use shall be subject to the provisions of these by-laws.
- (2) The following halls, which do not constitute the list of all municipal halls, are available for such use :
 - (a) Bloemfontein City Hall situated at President Brand Street, Bloemfontein;
 - (b) Claredon Hall situated in the Bloemfontein City Hall complex at President Brand Street, Bloemfontein;
 - (c) Floreat Hall situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (d) Rose Hall A situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (e) Rose Hall B situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (f) Indaba Auditorium situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (g) Bunga A Auditorium situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (h) Bunga B Auditorium situated in the Civic Centre, De Villiers Street, Bloemfontein;
 - (i) Norman Doubell Hall situated at Rembrandt Crescent, Heidedal;
 - (j) Henry Brooks Hall situated at De Vries Street, Heidedal;
 - (k) Batho Hall situated on the corner of Hamilton Street and Forthare Street, Batho, Mangaung;
 - (l) Paradise Hall situated at Mkhuhlane Street, Mangaung;
 - (m) Kagisanong Hall situated at Moshoeshoe Street, Rocklands, Mangaung;
 - (n) Jacaranda Hall situated at 2519 B- section, Botshabelo;
 - (o) H- Hall situated at 2615 H-section , Botshabelo;
 - (p) Thaba Nchu Civic Centre situated at Station Road, Thaba Nchu;
- (3) A hall may not be used by or made available for use to any person or legal body unless a lease agreement as contemplated in ~~regulation~~ section 3 has been

concluded between the Council and such person or legal body and the rental and deposit has been paid in accordance with the provisions of section 4.

- (4) A person or legal body may lease a hall on 1 (one) occasion during a month for a church service with a maximum of 6 (six) occasions per calendar year. Only 1 (one) such occasion may be for a maximum of 3 (three) consecutive days which may include a Sunday.
- (5) No caterer shall be allowed to book a hall in his or his business's name. The booking must be made in the name of the caterer's client for the specific occasion on that day and the lease agreement must be concluded between the ~~Council~~ Municipality and that client of the caterer.
- (6) The ~~Council~~ Municipality reserves the right, subject to the provisions of section 11, to refuse the use of the hall or to cancel any agreement for the use thereof if the proposed entertainment, performance, exhibition, film show or other entertainment is for sufficient and valid reasons disapproved by the ~~Council~~ Municipality.
- (7) The equipment in the Indaba, Bunga A and Bunga B Auditoriums shall be operated only by the Operational Officer of the ~~Council~~ Municipality. The lessee shall pay an amount as determined by the Council to cover the expenditure of such a person.
- (8) If a hall is needed for the purpose of rehearsal/preparation prior to the booked day, the hall must be leased for the rehearsal period and the full preparation fee is payable.
- (9) The ~~Council~~ Municipality reserves the right to refuse the use of a hall or to cancel any lease agreement for the use thereof if the hall is required for urgent public purposes which, in the opinion of the ~~Council~~ Municipality, should take precedence. In the event of the cancellation of a lease agreement under the above-mentioned circumstances, the rental paid by the lessee shall be repayable to him.

3. Application to lease a hall

- (1) Application for the use of a hall shall be made to the ~~Council~~ Municipality in writing by completing and submitting a lease agreement which shall be substantially in accordance with the agreement contained in Annexure A.
- (2) Applications for the lease of a hall will as far as possible be considered in the order in which they are received.
- (3) A verbal booking of a hall for a specific date is provisional and will be valid for 5 (five) working days only, excluding the day in which the booking was made, and unless a completed and duly signed lease agreement as contemplated in section 3(1) is received within 5 (five) working days, the provisional booking will be cancelled and the hall will once again be made available for use by other persons.
- (4) No public announcement of the function to be held in the provisionally booked hall shall be made by the applicant until he or she has received a copy of the lease agreement duly signed on behalf of the ~~Council~~ Municipality as proof that the application has been approved. The signed copy of lease agreement can be provided by facsimile to the lessee.

- (5) The approval of an application for the lease of a hall is in the sole and absolute discretion of the ~~Council~~ Municipality and the ~~Council~~ Municipality reserves the right to refuse to reserve or to lease a hall. A signature on behalf of the ~~Council~~ Municipality on the lease agreement by an authorised person will be indicative of the approval of the application.

4. Rental and Cleansing and Damage Deposit

- (1) The rental and a cleansing and damage deposit payable by a lessee for the lease of a hall, are the amounts as from time to time determined by the Council by resolution, which amounts shall include the cost of normal cleaning and lighting.
- (2) The full rental or a deposit of at least 50% (fifty percent) of the rental, as well as the cleansing and damage deposit is payable within 5 (five) working days after the date of approval of the application as contemplated in sub-section 3(4), in the absence whereafter the provisional booking and the approval will be cancelled and the hall will once again be made available for use by other persons.
- (3) In the event of the paying of a deposit as contemplated in sub-section (2), the balance of the rental must be paid at least 14 (fourteen) days before the date of the commencement of the lease.
- (4) All payments for the use of a hall shall be made at the offices of the ~~Council~~ Municipality or as arranged with the responsible person. Access to the hall on the reserved date shall be refused until such time that an official receipt for such payments is produced.
- (5) The ~~Council~~ Municipality may consider to grant the use of the hall free of charge to any person or legal person desiring to arrange a function or display for the purpose of raising funds for charitable, educational, recreational or religious purposes.
- (6) The cleansing and damage deposit will be refunded to the lessee within 14 (fourteen) days after the date of the function, provided that the use of the hall by the lessee caused no excessive cleansing operations or damages to the hall or any property of the ~~Council~~ Municipality in or around the hall.
- (7) All damages which was the fault of the lessee or any other person attending the function for which the lessee leased the hall, will be deducted from the damage deposit and the ~~Council~~ Municipality reserves the right to institute claims for all other damages which could not be covered by the damage deposit.

5. Cancellation of a lease

- (1) The cancellation of a lease must be made in writing at least 30 (thirty) days before the date of the commencement of the lease of the hall, in which case the full rental paid minus 10% (ten percent) or the deposit paid minus 20% (twenty percent) whichever is applicable, will be refunded to the lessee.
- (2) In the event of the cancellation of a lease with less than 30 (thirty) but more than 14 (fourteen) days written notice, the full rental paid minus 50% (fifty percent) will be

refunded to the lessee. No refund of any deposit paid will be made to the lessee under these circumstances.

- (3) In the event of the cancellation of a lease with 14 (fourteen) days or less written notice, no refund of any rental or deposit paid will be made to the lessee.

6. Change of date or transfer of lease

The ~~Council~~ Municipality may, for good and sufficient reasons provided by the lessee and if the ~~Council~~ Municipality or any other person or legal person will not be prejudiced, allow a change of date of the use of a hall or a transfer of a lease between various halls at the fee applicable to such halls, without any penalty: Provided that the lessee shall submit his request to this effect at least 14 (fourteen) days before the date on which the lease commences, in writing.

7. Rights and obligations of the lessee

- (1) The lessee shall be responsible to examine the hall and its contents prior to the commencement of the lease, and to direct the attention of the Caretaker to and any defects. If no defect is reported by the lessee, the hall and its contents shall be deemed to be in good order and condition at the commencement of the lease.
- (2) The lessee shall at all times keep the hall and its contents in a clean and tidy condition.
- (3) The lessee shall be responsible for all arrangements in connection with the admission of all persons to the leased hall and shall provide such ushers, cashiers, police and other staff as may be necessary to control the admission and conduct of all persons in the hall and on the premises to ensure compliance with the provisions of these sections.
- (4) The right to use a hall for a specified purpose on a specific day is granted to the lessee in his or her personal capacity and he or she may not make the hall or any part thereof, either for the same or another purpose, available for use by any third party either by means of a sub-lease or by ceding, assigning, pledging or in any other way transferring all or part of his or her rights without the prior written consent of the ~~Council~~ Municipality.
- (5) Electric lighting and other electric appliances shall, except with the express permission of the ~~Council~~ Municipality, be handled only by a duly appointed official of the ~~Council~~ Municipality.
- (6) Candles and naked lights may be used in the hall subject thereto that the Fire Brigade is notified beforehand by the lessee. Smoking in a hall is prohibited.
- (7) No bar for the sale of alcohol may be conducted during any function in a hall, except in terms of a valid liquor licence and then only with the prior consent of the ~~Council~~ Municipality and subject to the conditions determined by the ~~Council~~ Municipality. Under no circumstances shall a person under the age of 18 (eighteen) years be supplied with alcohol.

- (8) The cloakrooms are for the duration of the lease under the supervision of the lessee who accepts full responsibility for all damages or losses caused to the cloakrooms.
- (9) The lessee shall give the Caretaker at least 2 (two) working days notice of the way in which the hall should be arranged.
- (10) No person who is under the influence of alcohol or drugs shall be admitted to a hall or having gained admission, be permitted to remain therein.
- (11) No person shall be permitted to dance in any hall unless appropriate shoes are worn so as not to damage the floor surface.
- (12) The number of persons allowed in a hall shall be limited to the number of available seating accommodation. No persons shall be allowed to congregate in the passages or doorways leading to such hall. When the available seating accommodation has been occupied, the lessee shall make the necessary arrangements to prevent the admittance of more persons to the hall.
- (13) The lessee shall ascertain and comply with all legal requirements pertaining to the holding of a gathering and without limiting the meaning or scope of the aforesaid, the lessee shall in particular ensure that he and all other users of the hall, comply with all requirements relating to the carrying of fire-arms.
- (14) No flags, banners, posters, paper ribbons, notices, signs and advertisements may be displayed in or at any entrance of a hall without the prior written approval of the ~~Council~~ Municipality.
- (15) All persons shall vacate the hall before or upon expiration of the lease period and if for any reason whatsoever the lease period is exceeded, the lessee will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.
- (16) All property not belonging to the ~~Council~~ Municipality must be removed from the hall prior to the expiration of the lease period. Should this not be done the lessee will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.
- (17) No furniture or articles, which are the property of the ~~Council~~ Municipality, shall be removed from the hall except with the prior ~~approval of the Council~~ permission of the Municipality and then only under the direct supervision of the Caretaker.
- (18) The lessee shall be responsible for all catering arrangements and shall ensure that the caterer keep and leave such premises in a clean and tidy condition. Food shall be prepared only in the kitchen of a hall on electric stoves or other electric cooking equipment provided by the ~~Council~~ Municipality. The kitchen or scullery as well as the crockery and cutlery of the ~~Council~~ Municipality, if used, must be cleaned before the expiration of the lease of the hall.
- (19) The safekeeping of the hall, furniture, fittings and other property appertaining thereto is the responsibility of the Caretaker. The Caretaker therefore has the right to enforce the provisions of these by-laws and may terminate any lease agreement at any stage

if damages is begin done or if the Caretaker has reason to believe that the hall, furniture, fittings or other property appertaining thereto, is under risk of being damaged.

8. Liability for damages

- (1) The lessee shall be liable for and shall bear the costs in excess of the damage deposit (if any), of any damages to the hall, furniture, fittings or to any other property of the ~~Council~~ Municipality which may occur during the period of lease of the hall.
- (2) The ~~Council~~ Municipality will not be responsible or liable for damages to nor for the loss of any property, article or thing placed in or left in the hall by the lessee or by any other person nor for damages to the property of or for injuries to any person entering the hall or using the equipment or facilities therein.
- (3) The ~~Council~~ Municipality shall not be liable for any damages or loss sustained by the lessee in consequence of the failure of or any defect in any machinery, appliances or lighting arrangements of the hall.

9. Indemnity

The lessee and any other person using the hall of the ~~Council~~ Municipality on the day concerned for the specified purpose, do it at own risk and the lessee therefore indemnifies the ~~Council~~ Municipality, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature by him or his or her dependants or any third party in respect of any patrimonial loss, consequential damages, injuries, or personal prejudice that he, she or any other person using the hall may suffer or sustain in connection with or resulting from the aforementioned used of the hall.

10. Inspection of the hall and its contents

- (1) After each period of lease, the Caretaker and the lessee shall inspect the hall to ascertain whether any damages have been caused to the hall or its contents.
- (2) After each period of lease, the crockery and cutlery leased from the ~~Council~~ Municipality (if any) shall be checked an counted by the Caretaker in the presence of the lessee or his nominee.
- (3) Any duly authorised officer of the ~~Council~~ Municipality or any member of the SA Police Services or Municipal Law Enforcement Unit may enter the hall which is leased at any time for purposes of inspection to ensure that the lessee is adhering to the provisions of these by-laws.

11. Preview of proposed exhibition, performance, entertainment or film show

- (1) In order to determine whether the proposed exhibition, performance, entertainment, film show or other exhibition to be conducted in a hall is desirable for public exhibition, the ~~Council~~ Municipality reserves the right to demand a preview for councillors and officials concerned before the commencement thereof.

- (2) If such demanded preview is not granted by the lessee, or if the ~~Council~~ Municipality decides after the preview for sufficient and valid reasons to cancel the proposed exhibition, performance, entertainment, film show or other exhibition, the ~~Council~~ Municipality shall have the right to cancel the lease agreement and no compensation other than the repayment of the rental, if any, shall be payable by the ~~Council~~ Municipality to the lessee in respect of any loss which he may suffer as a result of such cancellation.
- (3) The ~~Council~~ Municipality reserves the right in the case of any exhibition, performance, entertainment, film show or other exhibition which has already been shown or performed and which is considered by the ~~Council~~ Municipality to be undesirable for public showing or performance, to prohibit any repeat show or performance thereof in a hall of the ~~Council~~ Municipality. The ~~Council~~ Municipality furthermore reserves the right to cancel any lease agreement for the lease of a hall in all cases where the lease was for the purpose of showing and performing an exhibition, performance, entertainment, film show or other exhibition prohibited by the ~~Council~~ Municipality. No compensation other than the repayment of the rental shall be payable by the ~~Council~~ Municipality to the lessee in respect of any loss which he may suffer as a result of such cancellation.
- 4) Should the lessee use a hall for a film or slide show he shall appoint qualified and skilled operators for this purpose at his own cost.

12. Breach of lease agreement

In the event of a breach of or non-compliance with any of the provisions of the lease agreement, the ~~Council~~ may cancel the lease agreement forthwith and no compensation shall be payable to the lessee for any loss which may be sustained as a result of such cancellation.

13. Obstruction of employees

- (1) No person shall :
 - (a) hinder, obstruct or interfere with any employee of the ~~Council~~ Municipality in the performance of any of the duties relating to these sections; or
 - (b) refuse to give such information as the ~~Council~~ Municipal employee may reasonably require; or
 - (c) give to the ~~Council~~ Municipal employee an information, which, to his or her knowledge, is false or misleading; or
- (d) prevent or obstruct an employee of the ~~Council~~ Municipality in any manner whatsoever to obtain free and unobstructed entrance to a hall during the period of lease to enable him or her to perform any of the duties relating to these by-laws.

14. Offences and penalties

- (1) Any person contravening or failing to comply with any of the provisions of these by-laws shall be guilty of an offence and shall upon conviction by a court be liable to a

fine not exceeding R 60 000, or imprisonment for a period not exceeding three years or both a fine as well as period of imprisonment, or such other fine or period of imprisonment which the Minister of Justice may from time to time determine in terms of the provisions of section 92 of the Magistrate's Courts Act, 1944 (Act No 32 of 1944).

- (2) Any expense incurred by the Council Municipality as a result of a contravention of these by-laws or in the doing of anything which a person was directed to do under these by-laws and which he or she failed to do, may be recovered by the Council Municipality from the person who committed the contravention or who failed to do such thing.

15. **Repeal and amendment**

- ~~(1) The Regulations for the Lease of Council Halls promulgated in Provincial Gazette No. 60 of 10 September 1999, are hereby repealed.~~

The by-laws relating to the Lease of Municipal Halls, as promulgated in the Local Government Notice No. 114 of 28 October 2005, are hereby amended.

16. **Short title and commencement**

This by-law is called ~~the by-law relating to the~~ **Mangaung, Lease of Municipal Halls By-law** and the amendments effected come into operation on the date of publication thereof in the *Provincial Gazette*

ANNEXURE "A"

LEASE AGREEMENT ON LEASE OF MUNICIPAL HALLS**1. Particulars of lessor**

Mangaung Local Metropolitan Municipality ~~Municipal Council~~
 PO Box 3704
 Bloemfontein
 9300 Telephone: (051) 405 8458 Fax: (51) 405 8367
 (hereafter "the Municipality/City")

2. Particulars of lessee

Initials and Surname:

If legal person, name thereof:

Postal address:

Telephone: Cell: Fax:.....

3. Particulars of lease

Name of Hall	Purpose of use	Dates required	Hours required	Rental	Cleansing and Breakage deposit

4. Conclusion of lease

A signature on behalf of the ~~Council~~ Municipality/City on this lease agreement by an authorised person will be indicative of the conclusion of the agreement between the parties.

5. Conditions of lease

The lease is subject to the provisions of the ~~Council's~~ Municipality by-laws ~~for~~ on the Lease of ~~Council~~ Municipal Halls, as amended, copy of which is attached hereto for ease of reference and ~~forms an integrated part of this agreement~~ the provisions thereof must be complied with.

6. Liability

The lessee accepts full liability for any damages to the hall, furniture, fittings, cloakrooms or to any other property of the ~~Council~~ Municipality and for any injury sustained by an employee of the ~~Council~~ Municipality which may occur during the lease period or which may be suffered or sustained as a result of or in connection with the lease agreement concluded in terms of the provisions of the Lease of Municipal Halls By-law, as amended.

7. Indemnity

The lessee and any other person using the hall of the ~~Council~~ Municipality on the day concerned for the specified purpose, do it at own risk and the lessee therefore indemnifies the ~~Council~~ Municipality, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature by him or his dependants or any third party in respect of any patrimonial loss, consequential damages, injuries, or personal prejudice that he or any other person using the hall may suffer or sustain in connection with or resulting from the aforementioned use of the hall.

8. Breach

Should the lessee fail to pay any amount owed in terms of this agreement on due date thereof; or fail to comply with any of the other provisions of the lease agreement, the lessor shall be entitled to cancel

this agreement forthwith by notice to the lessee without prejudice to any other rights that the lessor may have against the lessee as a result of such breach of contract.

9. Entire agreement

This lease agreement contains all the terms and conditions of the agreement between the parties concerning the leasing of the hall and no terms, conditions, warranties or representations whatsoever apart from those contained in this agreement have been made or agreed upon.

10. No variation

No variation of this lease agreement or mutually agreed upon cancellation thereof shall be of any force or effect unless in writing and signed by or on behalf of both parties.

11. Jurisdiction

The parties consent to the jurisdiction of the Magistrate's Court with regard to any claim arising out or resulting from this lease agreement.

12. Domicilium

The parties choose as domicilia citandi et executandi for all purposes, the addresses referred to in clauses 1 and 2.

13. No indulgence

No indulgence which the lessor may grant to the lessee with regard to the compliance of any of the lessee's obligations in terms of this agreement, shall prejudice or constitute a waiver of any of the lessor's rights in terms of this agreement.

Signed at..... on this day of 20.....

As witnesses

1.....

.....
Signature: Lessee

2.....

.....
Full particulars of signatory who warrants that
he or she is authorised thereto

Take note: If the lessee is under the age of 21 years, a legal guardian as provided hereunder must assist him or her.

Signed at..... on this day of 20.....

As witnesses

1.....

.....
Signature: Parent/Guardian

2.....

Signed at..... on this day of 20.....

As witnesses

1.....

.....
Signature: For & on behalf of Council Municipality

2.....

.....
Full particulars of signatory who warrants that he or
she is authorised thereto