



**STELLENBOSCH**  
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref: 3/4/3/5/3/4

2018-06-01

## **NOTICE OF A JOINT SITTING**

### **COMMUNITY DEVELOPMENT & COMMUNITY SERVICES AND PROTECTION SERVICES COMMITTEE MEETING**

**WEDNESDAY: 2018-06-06 AT 14:00**

**TO** Cllr Q Smit [Chairperson]

**COUNCILLORS** DS Arends  
J Hendriks  
C Manuel  
NE Mcombring (Ms)  
N Sinkinya (Ms)

**TO** Cllr AR Frazenburg [Chairperson: Community Development &  
Cllr N Jindela [Chairperson: [Parks, Rivers & Area Cleaning]

**COUNCILLORS** GN Bakubaku-Vos (Ms)  
A Crombie (Ms)  
E Fredericks (Ms)  
MD Oliphant

**Ex officio** Executive Mayor, Ald G Van Deventer (Ms)

Notice is hereby given that a Joint sitting of Community Development & Community Services Committee and Protection Services Committee will be held in the Council Chamber, Town House, Plein Street, Stellenbosch on **Wednesday, 2018-06-06 at 14:00** to consider the attached Agenda.

CLLR AR FRAZENBURG  
CLLR Q SMIT  
**CHAIRPERSONS**

# AGENDA

## JOINT SITTING COMMUNITY DEVELOPMENT & COMMUNITY SERVICES AND PLANNING SERVICES COMMITTEE MEETING

2018-06-06

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**AGENDA      JOINT SITTING OF COMMUNITY DEVELOPMENT &      2018-06-06**  
**COMMUNITY SERVICES AND**  
**PROTECTION SERVICES COMMITTEE MEETING**

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<b>1.</b>	<b>OPENING AND WELCOME</b>	<b>(3/4/3/3)</b>
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<b>2.</b>	<b>COMMUNICATION BY THE CHAIRPERSON/S</b>	<b>(3/4/3/6)</b>
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<b>3.</b>	<b>DISCLOSURE OF INTEREST</b>	<b>(3/6/2/2)</b>
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<b>4.</b>	<b>APPLICATION FOR LEAVE OF ABSENCE</b>	<b>(3/4/3/3)</b>
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**AGENDA      JOINT SITTING OF COMMUNITY DEVELOPMENT &      2018-06-06**  
**COMMUNITY SERVICES AND**  
**PROTECTION SERVICES COMMITTEE MEETING**

<b>5.</b>	<b>REPORT/S FROM OFFICIALS:      COMMUNITY DEVELOPMENT &amp; COMMUNITY SERVICES AND PROTECTION SERVICES COMMITTEE [JOINT SITTING]</b>
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<b>5.1</b>	<b>NON-DELEGATED MATTERS</b>
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<b>5.1.1</b>	<b>REVIEWING OF THE POLICY ON HIRING AND USE OF MUNICIPAL HALLS AND FACILITIES</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Strategic Focus Area 2**

**2018-06-06**

**1.      SUBJECT:      REVIEWING OF THE POLICY ON HIRING AND USE OF MUNICIPAL HALLS AND FACILITIES**

**2.      PURPOSE**

To inform Council of the revision done on the Hiring and use of Halls and Municipal Facilities Policy and to gain Council approval.

**3.      DELEGATED AUTHORITY**

Council.

**4.      EXECUTIVE SUMMARY**

The Policy has reached its maturity of two years and the department identified elements to be revised. The amendments will ensure the consistent application of the policy by all users.

**5.      RECOMMENDATION**

that the attached Revised Policy on the Hiring and Use of Municipal Halls and Facilities, be approved.

**6.      DISCUSSION / CONTENTS**

**6.1      Background**

A strategic decision was taken that all policies of Council must be revised and updated to be relevant for the users of the Greater Stellenbosch.

**6.2      Discussion**

Currently, the Department is guided by the Policy on the Hiring and Use of Municipal Facilities as approved by Council on 11 December 2008. Due to the age of this Policy there is a need for the revision of the current Policy. Other factors include changing community demand and needs.

Stellenbosch Municipality, by virtue of the powers vested in it by Section 156(2) of the Constitution of the Republic of South Africa as amended, read with Section 13 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended, has made the Policy set out in the schedule below.

In terms of Section 152 (1) (b) of the Constitution of the Republic of South Africa, 1996, one of the main objectives of local government is to ensure the provision of services to communities in a sustainable manner. It is, therefore, incumbent upon Stellenbosch Municipality to ensure that essential and the minimum level of basic municipal services are maintained and that it has sufficient skilled and trained personnel to guarantee the uninterrupted delivery of the aforementioned services to the residents of the Greater Stellenbosch Municipal area.

**6.2      Financial Implications**

None

**6.4      Legal Implications**

None

**6.5      Staff Implications**

None

**6.6      Previous / Relevant Council Resolutions**

Council approved: 11 December 2008 (Item 7.2)

**6.7      Risk Implications**

None

**6.8      COMMENTS FROM SENIOR MANAGEMENT**

**6.8.1      Director: Infrastructure Services**

No comments received

**6.8.2      Director: Planning and Economic Development**

No comments received

**6.8.3      Director: Community and Protection Services**

Agree with the recommendations.

**6.8.4      Director: Strategic and Corporate Services**

No comments received

**6.8.5      Director Human Settlements and Property Management**

No comments received

**6.8.6      Chief Financial Officer**

No comments received

**6.8.7      Municipal Manager**

No comments received

**MAYORAL COMMITTEE MEETING: 2018-04-11: ITEM 5.1.1**

**RESOLVED**

that this item be referred to a joint sitting of the Community Services Committee and Protection Services Committee, in order to advise the Executive Mayor.

**ANNEXURES**

**Appendix 1: Draft Policy on the Hiring and Use of Municipal Halls and Facilities**

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	ALBERT VAN DER MERWE / GARTH ABRAHAMS
<b>POSITION</b>	MANAGER: COMMUNITY SERVICES / HEAD: SPORT AND FACILITIES
<b>DIRECTORATE</b>	COMMUNITY AND PROTECTION SERVICES
<b>CONTACT NUMBERS</b>	021 808 8166
<b>E-MAIL ADDRESS</b>	<a href="mailto:tazmynn.linders@ Stellenbosch.gov.za">tazmynn.linders@Stellenbosch.gov.za</a>
<b>REPORT DATE</b>	

# **APPENDIX 1**



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**POLICY ON THE HIRING  
AND USE OF MUNICIPAL HALLS AND FACILITIES**



## Policy on the hiring and use of municipal halls and facilities

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## 1. DEFINITIONS

In this Policy, unless the context otherwise indicates:

**"Authorized Official"** means an official of the Council who has been authorized by it to administer, implement and enforce the provisions of this Policy;

**"Facility"** means a building or premises owned or operated by Stellenbosch Municipality, whether incorporating a community hall or not, at which group activities of an indoor, cultural or recreational nature can be pursued;

**"Council"** or **"Municipality"** means – the Municipality of Stellenbosch as established in terms of Section 12 of the Municipal Structures Act, 117 of 1998, and includes any political structure, political office bearer, Councilor, duly authorized agent thereof or any employee thereof acting in connection with this policy by virtue of a power vested in the municipality and delegated or sub-delegated to such political structure, political office bearer, Councilor, agent or employee;

**"Hirer"** means any person who applies, pays and obtains approval for the use of premises or a facility;

**"Premises"** means any land, building or structure or any portion of land, building or structure on or in which activities regulated by this Policy take place or on which a centre has been constructed and includes any facility in or on the premises;

**"Prescribed Fee"** means a fee determined by the Council by resolution in terms of applicable legislation.

**"Property"** means the land on which any building or structure of the Council is situated;

**"Weekdays"** means Monday 08:00 to Friday 18:00;

**"Weekends"** means Friday 18:00 to Sunday 24:00.

## 2. APPLICATION FOR FACILITY HIRE

(1) Each application for use must be made on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire. Where application is made on behalf of an organization or body of persons, the applicant shall state the name of such organization or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person making application on behalf of the organization or body will then be liable to ensure compliance with this policy.

(2) The hirer is limited to the use of the premises specified in the application form.

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- (4) Applications for the hire of a facility will as far as possible be considered in the order in which they are received provided that a prior- and post inspection were conducted and verified with the necessary administrative documentation.
  - (5) The approval of any application for the hiring of a facility is in the sole and absolute discretion of the Council. A signature on behalf of the Council on the lease agreement by an authorized official will be indicative of the approval of the application.
  - (6) A tentative booking of a facility for a specific date is provisional and will be valid for 15 (fifteen) working days only, excluding the day in which the booking was made, and unless a completed and duly signed lease agreement as well as the full deposit, is received within 15 (fifteen) working days, the provisional booking will be cancelled and the facility will once again be made available for use by other persons.
  - (7) Council may cancel any booking when the facility is required for Council functions or due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee and/or deposit has been paid. It is a condition of hire that the hirer agrees to accept Council's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. Any refund shall be at the sole discretion of Municipal Manager, whose decision shall be final.
  - (8) Applicants must provide on the application form details of any additional equipment which they are intending to bring into the facility for the event, including without limitation public address systems and stage lights.  
  
Any damages to the facility while set up will be held liable by the hirer to pay. These damages include during and after a function.
  - (9) Applicants must provide on the application form details of any persons who, or bodies which, require access to the facility, including without limitation musicians, caterers and other contractors.
  - (10) Deposits which qualify for refund and not claimed within three (3) months after the date that the hall was used will be forfeited by the hirer.

### **3. PRESCRIBED FEES**

A prescribed tariff, determined annually by Council, is payable for premises, services and facilities provided by the Council in terms of this Policy. All tariffs referred to in the rental agreement are subject to change with effect from 1st July annually. The hirer is obliged to pay the tariff applicable on the date of the function regardless the date of contracting or paying for the hall.

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#### 4. PAYMENT OF FEES

- (1) No person is permitted to use any premises hired unless the prescribed fee has been fully paid: Provided that the Council may exempt any person or organization, on good cause, from the payment of portion or the entire prescribed fee.
- (2) Council shall determine an amount that should be paid as a deposit. In case there is damage to property the costs to repair the damages will be recovered from the deposit and if the deposit is too little, the hirer will be liable to pay the remaining amount.

See **APPENDIX 1** for discounts on hall tariffs.

#### 5. PERIOD OF HIRE

- (1) Notwithstanding any determination made by Council regarding the dates and period for which the premises may be hired, the Council may allow the hirer reasonable access to the premises prior to the commencement date of the period of hire, to enable the hirer to make the necessary preparations and arrangements in or on the premises, subject to the payment of additional fees.
- (2) Lease Periods:   Morning    08:00 to 12:00  
  Evening    12:00 to 24:00
- (3) An additional fee will be payable for exceeding the lease period for whatever reason: 10 % of the total rental tariff per hour or part thereof. The same formula will be applicable for preparations and rehearsals.

#### 6. ADJUSTMENT OF PERIOD OF HIRE

- (1) Any person who makes an application for the hire of premises may, subsequent to the approval of such application, apply for the postponement of such hiring to a later date, without penalty or forfeiture: Provided that the postponement may be refused if the premises have in the meantime been hired for use by another person or is required by the Council on the dates to which the postponement is sought.
- (2) Any person who has made an application for hiring of premises may cancel such application and if –
  - (a) an application is cancelled 30 days or longer prior to the commencement date of the period of hire, the hirer will receive a full refund of the prescribed fee already paid;

- (b) an application is cancelled more than 15 days but less than 30 days prior to the commencement date of the period of hire, the hirer will receive a 50% refund of the prescribed fee already paid; or
- (c) an application is cancelled 15 days or less prior to the commencement date of the period of hire, the hirer is not entitled to receive any refund of the prescribed fee already paid.

## 7. SUB-LETTING

A hirer may not sub-let the hired premises, or any part thereof, to any other person nor may the hirer cede, pledge or renounce in favour of another person any of his rights or obligations under this policy, nor allow any other person to occupy the premises, without the prior written permission of the Council.

## 8. CONDITION OF PREMISES

- (1) The hirer must inspect the hired premises, including any installation, appliance, fitting, accessory and furniture, on or in the premises before he commences to use such installation, appliance, fitting, accessory and furniture and if the hirer finds that any installation, appliance, fitting, accessory or furniture on the premises are not in a proper state of repair, the hirer must report this fact to the Council in writing.
- (2) If the hirer fails either to inspect the premises or to report any defects found, in terms of subsection (1), it is deemed that upon commencement of occupation by the hirer, everything in the premises was in a proper state of repair.

## 9. DUTIES OF THE HIRER

- (1) A person hiring premises from the Council –
  - (a) must keep and maintain the premises hired out and return them to the Council in the same order and condition as when they were hired out;
  - (b) must take all reasonable steps to keep every sewerage pipe, water tap and drain within or serving the premises free from obstruction or blockage as a result of the hirer's activities;
  - (c) must at all times keep the premises in a clean, tidy and sanitary condition;
  - (d) may not affix or attach to the premises any notice or other matter without the prior written permission of the Council and must upon the termination of the hire, remove every such attachment;

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- (e) may not obscure any plate glass window by painting or otherwise;
  - (f) may not drive any screw or nail into a wall or partition or door of the premises;
  - (g) may not change or interfere with or overload any electrical installation in or on the premises;
  - (h) may not remove or take out from the premises any furniture or other articles whatsoever belonging to the Council;
  - (i) may not obstruct, interfere or tamper with any thermostat or air conditioning appliance in the premises or any building in which the premises are located;
  - (j) may not introduce or install any unsafe or heavy article, furniture, fitting, appliance or equipment which, in the opinion of an authorized official could damage the premises or any part thereof without the permission of that official and subject to any conditions imposed by that official, to ensure the safety of the premises and any person using them;
  - (k) may not install in the premises any air conditioning or ventilating unit or equipment without the prior written permission of the Council;
  - (l) may not permit the storage of any motor vehicle or other movable item of any description on any pavement outside an entrance hall, staircase or passage of the premises;
  - (m) may not do anything on the premises, nor allow anything to be done in non-compliance with any reasonable instruction given or issued by an authorized official; and
  - (n) may not park any vehicle nor allow the parking of any vehicle by any of the hirer's employees, invitees, agents, directors or other representatives anywhere on the premises except in properly demarcated parking bays on the premises as pointed out by an authorized official.
- (2) The hirer shall be responsible for all arrangements in connection with the admission of all persons to the facility and shall provide such ushers, cashiers, security and other staff as may be necessary to control the admission and conduct of all persons in the facility and on the premises to ensure compliance with the provisions of this policy and related policys / legislation.
- (3) The right to use a facility for a specified purpose on a specific day is granted to the hirer in their personal or legal capacity and they 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 their rights without the prior written consent of the Council.

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- (4) Electric lighting and other electric appliances shall, except with the express permission of the Council, be handled only by a duly appointed official of the Council.
  - (5) Candles and naked lights may be used in the facility subject thereto that the authorized official is notified beforehand by the hirer.
  - (6) The cloakrooms are for the duration of the lease under the supervision of the hirer who accepts full responsibility for all damages or losses caused to the cloakrooms.
  - (7) The hirer shall give the authorized official at least 2 (two) working days prior written notice of the way in which the hall should be arranged.
  - (8) The hirer and anyone associated with the hirer when using the facility will ensure that they comply with all legal requirements pertaining to the holding of a gathering and to the usage of the facility. This includes adherence to the Smoking Policy of Stellenbosch Municipality.
  - (9) The hirer 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 hirer on electric stoves or other electric cooking equipment provided by the Council. The kitchen or scullery as well as the crockery and cutlery of the Council, if used, must be cleaned before the expiration of the lease of the facility.

#### **10. ADVERTISEMENTS AND DECORATIONS**

- (1) No person who has applied for the hire of premises may publicly announce or advertise any function or event in respect of which an application for the hire of such premises has been made, before the Council has notified that person in writing that the application has been approved.
- (2) Every hirer must, before vacating the hired premises or the termination of the period of hire for any reason whatsoever, remove every poster, notice, decoration, flag, emblem, sign and other form of advertisement or direction erected or affixed by him/her, and makes good any damage caused by such removal.
- (3) No posters, decorations or any other wall hangings may be glued or nailed to the walls of the municipal property.

#### **11. ADMISSIONS AND SALE OF TICKETS**

The hirer is responsible for all arrangements in connection with the admission of the members of the public to any function or event on or in the hired premises, the provision of ushers and other persons necessary to control the admission of persons to the premises, and the sale of tickets.

#### **12. OVERCROWDING**

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- (1) No overcrowding of the premises or facilities is allowed at any time during the hirer's function or event and the hirer must comply with the Council's requirements prescribing the maximum number of persons allowed on the premises during the function or event.
  - (2) Without detracting from the general requirements referred to in subsection (1), the hirer may not allow more persons admission to the premises than the number of available seats or, if seating is not provided, the maximum number of persons prescribed by notice on the premises or as stipulated in the agreement of hire.
  - (3) The hirer must obtain prior to approval of such function, the maximum number of the facility in use.
  - (4) All events, functions that exceeds a minimum of 150 persons must adhere to the Events Policy of Council.

### **13. SALE OF REFRESHMENTS**

- (1) No person may sell refreshments or food stuffs on or in any hired premises during any function or event for which they have been hired, without the prior written permission of the Council.
- (2) The Council may permit the sale of refreshments or foodstuffs by any person as it may approve after it has received a written application to sell such items, and the Council may allocate sufficient accommodation to that approved person, wherein trading stock, furniture, equipment, installations and books necessarily required for trading may be accommodated.
- (3) The provisions of subsections (1) and (2) do not apply if the supply and sale of refreshments or foodstuffs is an integral part of the function or event of the hirer.

### **14. SERVICES**

- (1) The nature of the municipal services to be provided to the hired premises by the Council is at the sole discretion of the Council.
- (2) The Council may take such steps as it may consider necessary in its discretion for the proper maintenance and operation of any common areas in or on the hired premises.
- (3) An authorized representative of the Council may attend the hirer's function or event to ensure compliance with any provision of this policy.
- (4) A hirer is not entitled to the official services of any authorized official or other representative of the Council who attends the hirer's function or event in terms of subsection (3).
- (5) A hirer is not entitled to receive gratuitous cleaning or other service from the Council in connection with the hirer's activities during the preparation for, or during, a function or event.



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**15. CANCELLATION DUE TO DESTRUCTION OF PREMISES**

- (1) The Council may cancel the hire of premises if –
  - (a) the premises are destroyed or are damaged to such an extent that they are substantially unusable;
  - (b) there is such damage to the premises that, although paragraph (a) does not apply, the premises have been rendered substantially unusable because of the absence of access or supply of any necessary municipal service or amenity; or
  - (c) there is destruction or damage to the premises or any part thereof or to any neighbouring building, whether or not the hired premises are involved, and the Council decides not to proceed with the hire of the premises in order to engage in reconstruction, renovation or rebuilding or for safety reasons.
- (2) Any decision made in terms of subsection (1), must be communicated by written notice given by the Council to the hirer within a reasonable period after the event referred to in subsection (1) giving rise to the cancellation.

**16. CANCELLATION DUE TO NON-COMPLIANCE**

- (1) The Council may at any time cancel the hire of premises if the hirer contravenes or fails to comply with any provision of this Policy or any other Law.
- (2) A cancellation in terms of subsection (1) is without prejudice to any right or claim which the Council may have against the hirer under any provision of this policy or at common law.

**17. TERMINATION OF PERIOD OF HIRE**

- (1) Upon the termination of the period of hire for any reason, the hirer must return the premises and the facilities to the Council in good order and condition and must make good and repair or replace at his or her own cost on demand of the Council any damage or breakage or missing article or, in the alternative, reimburse the Council for the cost of repairing, making good or replacing any broken, damaged or missing article.
- (2) Every hirer must vacate the hired premises after termination of the period of hire within the period specified in the application form or agreement of hire.
- (3) If a hirer fails to comply with the provisions of subsection (2), he or she is liable to pay a further prescribed fee, for the additional period during which the hirer remains in occupation of the premises after the termination of the period of hire.

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- (4) The provisions of this subsection do not preclude the Council from taking lawful steps to procure the eviction of any such hirer from the premises.
  - (5) A hirer must comply with every reasonable and lawful instruction of the Council or an authorized official in respect of the cleaning of the premises when the hirer vacates the premises.
  - (6) A hirer must comply with all reasonable and lawful instructions of the Council or an authorized official in respect of the vacation of the premises and the return of the facilities concerned.

## **18. FIRE HAZARDS AND INSURANCE**

- (1) A hirer may not at any time bring or allow to be brought or kept on the premises, nor do or undertake nor permit to be done or undertaken in or on the premises, any matter, thing or activity whereby a fire or any other insurance policy relating to the building concerned may become or becomes void or voidable or whereby the premium for any such insurance may be or is increased.
- (2) If the premiums for insurance contemplated in subsection (1), are increased as a result of any act or omission contemplated in that subsection, the Council may, in its discretion, allow the activity concerned to continue and recover from the hirer the amount due in respect of any additional insurance premiums and the hirer must pay such amount immediately on notification from the Council or the insurance company to the effect that such additional premiums have been charged.
- (3) The Council may at any time in its discretion require the hirer to take up insurance or liability cover of the premises hired with an insurance company approved by the Council, against loss or damage by fire or any other cause during or as a result of any function or event for which the premises are hired.

## **19. STORAGE FACILITIES**

The Council is not responsible for providing facilities for the storage of the equipment of the hirer, or the hirer's employees, visitors, supporters or agents during any period prior to, during or after the function or event concerned.

## **20. EQUIPMENT**

- (1) A hirer who requests the Council to supply any equipment for use during a function or event, may use such equipment only with the permission of the Council and under the supervision of an authorized official.
- (2) If a hirer causes damage to the equipment referred to in subsection (1), or removes or causes the equipment to be removed from the premises without permission or, having removed it with permission, fails to return it, the hirer is liable for the repair or replacement costs thereof.

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**21. RIGHT OF ENTRY**

- (1) Subject to the provisions of applicable national and provincial legislation, an authorized official or another authorized representative of the Council, or service provider may enter hired premises at any reasonable time –
  - (a) to inspect the premises and carry out any repairs, alterations, additions, modifications or improvements on or in the premises; and
  - (b) in order to ensure that the conditions of hire of the premises and the provisions of this Policy are being complied with.
- (2) An authorized official, other authorized representative of the Council, or a service provider is entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of hired premises as well as such other devices required by law or which the Council's architects may certify is necessary to carry out the activities contemplated in subsection (1)(a).

**22. INSPECTION**

Upon the conclusion of all the hirer's activities at the termination of the period of hire or at the cancellation of the hire in terms of any provision in this policy, an authorized official and the hirer or his or her nominee must inspect the premises, for the purpose of assessing any damage or loss and compliance with the provisions of this policy.

**23. POLICIES**

A hirer must comply with the Council's security and fire protection policies which may from time to time be in force in respect of the premises concerned.

**24. NUISANCE**

- (1) No person attending or intending to attend any function or event in or on hired premises, may conduct himself or herself in an unseemly or obnoxious manner or cause a nuisance or annoyance to any other person in or user of the premises, or to any occupier of any other part of the building or neighbouring building.
- (2) An authorized official may, during any function or event of a hirer, instruct the hirer to remove from the premises any person who is in a state of intoxication or who is acting in contravention of subsection (1).
- (3) An authorized official may, during any function or event of a hirer, direct the hirer to prevent the entry on or into the hired premises by any person who is in a state of intoxication or who is acting in contravention of subsection (1).

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**25. ALCOHOLIC BEVERAGES**

- (1) Subject to the terms and conditions stipulated in any agreement entered into between the Council and a hirer of a facility, and subject to any other law, no person may –
  - (a) sell any alcoholic beverage on the premises of a facility without the prior written permission of the Municipal Manager; or
  - (b) bring his or her own supply of alcoholic beverage on or into a facility without the prior written permission of an authorized official.
- (2) If the sale and consumption of alcohol on or in a facility is legally permitted by the Municipal Manager, such sale or consumption is on condition that no person who is under 18 years of age is served or allowed to consume any alcoholic beverage and the hirer of a facility or the person in charge thereof, as the case may be, is responsible for ensuring that this age limit restriction is maintained

**26. POST FUNCTION CLEANING**

The hirer will leave the facility, kitchen and/or rooms in a tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter, in plastic bags within the garbage bins provided. If this is not done, Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the deposit.

**27. KITCHEN FACILITIES AND APPLIANCES**

The hirer must not take and must not allow any other person including caterers to take, into the kitchen or any part of the facility, or use, or allow to be used, any gas or electrical appliances not supplied by Council (e.g. spit roasts, hotplates, portable deep fryers) unless permission has first been obtained from Council. The hirer must ensure that when leaving the kitchen at completion of the event all appliances are turned off and the kitchen is clean and all utensils are in good order and condition. It is the responsibility of the hirer to ensure that caterers adhere to this requirement. If this is not done Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be deducted from the deposit.

**28. WEAPONS**

No weapon may be brought into a facility, unless, subject to the availability of a safe or other appropriate storage facility at the entrance to a facility, it is surrendered to an authorized official for safe keeping and must be collected from that official when leaving the facility.

**29. GENERALLY PROHIBITED CONDUCT**

No person may –

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- (a) willfully or negligently destroy, damage or deface any part of a facility, including any feature, fixture, fitting or appliance contained therein or any article supplied by the Council for use in a facility;
  - (b) throw, deposit or drop or cause to be thrown, deposited or dropped any refuse, glass, tin, paper, fruit, fruit peels, sharp object or any other object that is perishable, offensive or that may interfere with the cleanliness of a facility or that may cause annoyance, danger, injury or accident to any other person inside a facility; other than inside a refuse bin or container provided by the Council for that purpose;
  - (c) walk upon or recline in any flowerbed or lawn on the premises of a facility or draw, drive or propel thereon any vehicle or machine of whatsoever nature in contravention of any prohibitory notice displayed in a conspicuous place therein or thereon; and
  - (d) encroach upon or build any enclosure, make any hole, or erect or place any peg, spike, tent, booth, screen, stand, swing or any other building, erection or structure of on or within a facility, without written authority from an authorized official.

### **30. LIABILITIES FOR DAMAGES**

- (1) The hirer shall be liable for and shall bear the costs in excess of the deposit (if any), of any damages to the facility, furniture, fittings or to any other property of the Council which may occur during the period of hiring of the facility.
- (2) The Council will not be responsible or liable for damages to or for the loss of any property, article or anything placed in or left in the hall by the hirer 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 shall not be liable for any damages or loss sustained by the hirer in consequence of the failure of or any defect in any machinery, appliances or lighting arrangements of the facility.

### **31. INDEMNITY**

The hirer and any other person using the facility of the Council on the day concerned for the specified purpose, do it at own risk and the hirer indemnifies the Council, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature by the hirer or their 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 facility may suffer or sustain in connection with or resulting from the aforementioned use of the facility.

### **32. USE OF FACILITY BY EXECUTIVE MAYOR**

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- (1) In any unforeseen circumstance affecting municipal services and/or challenges where the Executive Mayor or the Municipal Manager must address the public and/or rate payers, the use of any municipal facilities will be free of charge.
  - (2) In the case where the Executive Mayor of Stellenbosch is hosting official events or functions, such function or event shall be free of charge as a natural flow of the Office of the Executive Mayor.
  - (3) In events where the Executive Mayor is invited to participate as a speaker or participant, the hirer may apply for a discretionary discount of 30% of the official tariff.
  - (4) The Executive Mayor may grant a discretionary discount for all applicants who can provide proof that they qualify as indigent residents, promote cultural and indigent sports, social entrepreneurs that can prove that they improve the lives of the youth, e.g.

### **33. USE OF FACILITY BY COUNCILLORS**

Each duly elected Councillor may book any facility according to the process as stipulated in this policy and may utilise any facility for a maximum of one event per month i.e. community information sessions/workshops. Bookings for the aforementioned, must be done through the municipal department dealing with Community Meetings, Workshops Participation. Councillors do not have free usage of all Halls.

### **34. DATE OF COMMENCEMENT**

This policy takes effect on the date on which it is adopted by the Council Stellenbosch Municipality and will be revised bi-annually.

**Procedure: Application of Discounts on Hall tariffs:**

All applications for the discounted tariffs are to be submitted in writing to the Director: Community and Protection Services for consideration and approval.

The identified groups qualifying for the discounted tariffs are:

- (i) Schools located within the WC024, limited to one booking per financial year.
- (ii) Churches located within the WC024, limited to one booking per financial year or otherwise
- (iii) Churches using a hall on a regular basis. A formal agreement will be entered into between the parties subject to the specific conditions.
- (iv) Registered Non-Governmental and Non-Profitable Organisations. Proof of registration must be submitted with each application.
- (v) Governmental Departments/eg All Pay, Education and SAPS.
- (vi) Organizations promoting the well-being of the six recognised vulnerable groups namely the Elderly, Disabled, Children, Youth, Women and vagrant. . Proof of registration must be submitted with each application. vagrant.
- (vii) Individual families registered as indigent at the Municipality, limited to one booking per financial year.
- (viii) Organizations promoting the image of the Greater Stellenbosch (WC024) creating jobs and contributing to our revenue streams eg:
  - All festivals
  - Flower Show (Stellenbosch and Pniel)
  - International and National Sports Bodies/Events e.g. Cape Epic,
  - All political parties when using municipal facilities
- (ix) Free access to municipal halls for youth activities. Provided that prior arrangement is made with the relevant staff.
- (x) Free access to municipal halls for Ward Councilors for functions such as: Meetings, Workshops or any other Ward-related activities. This access will only be granted to a maximum of 2 (two) events per month. This is not transferable for any other festivals, parties, dances, fund raisers, etc.
- (xi) The rebates mentioned in paragraphs i), ii), iv), v), vi) and vii) will only be considered for weekdays. All applications must be in writing and submitted to the Director: Community and Protection Services.

**APPENDIX 1**

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- (xii) The Director: Community and Protection Services may consider motivated applications for discount in line with the abovementioned and approve rebates.

The relevant deposits must be paid in full.