



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**REVISION OF THE POLICY ON THE LEASING
AND USE OF MUNICIPAL HALLS**

**Approved by Council on 2008-12-11
(Item 7.2)**

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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;

"**Lessee**" 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 center 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 Monday 08:00.

2. **APPLICATION FOR FACILITY LEASE**

(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 lease. 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 lessee is limited to the use of the premises specified in the application form.

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- (3) The premises so leased may not, except with the prior written permission of the Council, be used for any purpose other than the purpose indicated on the application form.
 - (4) Applications for the lease of a facility will as far as possible be considered in the order in which they are received.
 - (5) The approval of any application for the leasing 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 lease may have been accepted and signed and the lease fee and/or deposit has been paid. It is a condition of lease that the lessee agrees to accept Council's right to cancel any booking and the lessee 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 lessee to pay. These damages include during and after a function. These damages are inclusive for during and after the function. If the damage to the facility to the facility is more than the paid deposit, a market-related invoice for the damages will be for the account of the lessee.
 - (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 lessee.

3. PRESCRIBED FEES

A prescribed tariff, determined annually by Council, is payable for premises, services and halls 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 lessee is obliged to pay the tariff applicable on the date of the function regardless the date of contracting or paying for the hall.

4. PAYMENT OF FEES

- (1) No person is permitted to use any premises leased 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 lessee will be liable to pay the remaining amount.
- (3) That a tariff subjected to the tariffs as described in the annual updated tariff structure as approved by council must be paid in full.
- (4) In any unforeseen circumstances 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 halls will be free of charge.

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

5. PERIOD OF LEASE

- (1) Notwithstanding any determination made by Council regarding the dates and period for which the premises may be leased, the Council may allow the lessee reasonable access to the premises prior to the commencement date of the period of lease, to enable the lessee 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 13:00
 Evening 18:00 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 LEASE

- (1) Any person who makes an application for the lease 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 leased 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 lease, the lessee 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 lease, the lessee 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 lease, the lessee is not entitled to receive any refund of the prescribed fee already paid.

7. SUB-LETTING

A lessee may not sub-let the leased premises, or any part thereof, to any other person nor may the lessee cede, pledge or renounce in favor 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 lessee must inspect the leased 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 lessee finds that any installation, appliance, fitting, accessory or furniture on the premises are not in a proper state of repair, the lessee must report this fact to the Council in writing.
- (2) If the lessee 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 lessee, everything in the premises was in a proper state of repair.

9. DUTIES OF THE LESSEE

- (1) A person hiring premises from the Council –
- (a) on approval of the application, the lessee will receive a Standard Operating Procedures document indicating the responsibilities for the leasing of the halls.
 - (b) must keep and maintain the premises leased out and return them to the Council in the same order and condition as when they were leased out;
 - (c) 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 lessee's activities;
 - (d) must at all times keep the premises in a clean, tidy and sanitary condition;
 - (e) 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 lease, remove every such attachment;
 - (f) may not obscure any plate glass window by painting or otherwise;
 - (g) may not drive any screw or nail into a wall or partition or door of the premises;
 - (h) may not change or interfere with or overload any electrical installation in or on the premises;
 - (i) may not remove or take out from the premises any furniture or other articles whatsoever belonging to the Council;
 - (j) 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;
 - (k) 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;
 - (l) may not install in the premises any air conditioning or ventilating unit or equipment without the prior written permission of the Council;
 - (m) 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;

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- (n) 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
 - (o) may not park any vehicle nor allow the parking of any vehicle by any of the lessee'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 lessee 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 by-laws / legislation.
 - (3) The right to use a facility for a specified purpose on a specific day is granted to the lessee 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.
 - (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 lessee.
 - (6) 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.
 - (7) The lessee 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 lessee and anyone associated with the lessee 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 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 lessee 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 lease of premises may publicly announce or advertise any function or event in respect of which an application for the lease of such premises has been made, before the Council has notified that person in writing that the application has been approved.
- (2) Every lessee must, before vacating the leased premises or the termination of the period of lease 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 lessee 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 leased 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

- (1) No overcrowding of the premises or halls is allowed at any time during the lessee's function or event and the lessee 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 lessee 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 lease.

13. SALE OF REFRESHMENTS

- (1) No person may sell refreshments or food stuffs on or in any leased premises during any function or event for which they have been leased, 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.

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- (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 lessee.
 - (4) With regards to the selling of liquor, see page 11.

14. SERVICES

- (1) The nature of the municipal services to be provided to the leased 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 leased premises.
- (3) An authorized representative of the Council may attend the lessee's function or event to ensure compliance with any provision of this policy.
- (4) A lessee is not entitled to the official services of any authorized official or other representative of the Council who attends the leaser's function or event in terms of subsection (3).
- (5) A lessee is not entitled to receive gratuitous cleaning or other service from the Council in connection with the lessee's activities during the preparation for, or during, a function or event.

15. CANCELLATION DUE TO DESTRUCTION OF PREMISES

- (1) The Council may cancel the lease 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 neighboring building, whether or not the leased premises are involved, and the Council decides not to proceed with the lease of the premises in order to engage in reconstruction, renovation or rebuilding or for safety reasons.
 - (d) In a case of cancellation due to point (1) above, the deposit will be refunded to the lessee.

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- (2) Any decision made in terms of subsection (1), must be communicated by written notice given by the Council to the lessee 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 lease of premises if the lessee 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 lessee under any provision of this policy or at common law.

17. TERMINATION OF PERIOD OF LEASE

- (1) Upon the termination of the period of lease for any reason, the lessee must return the premises and the halls 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 lessee must vacate the leased premises after termination of the period of lease within the period specified in the application form or agreement of lease.
- (3) If a lessee 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 lessee remains in occupation of the premises after the termination of the period of lease.
- (4) The provisions of this subsection do not preclude the Council from taking lawful steps to procure the eviction of any such lessee from the premises.
- (5) A lessee 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 lessee vacates the premises.
- (6) A leaser 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 halls concerned.

18. FIRE HAZARDS AND INSURANCE

- (1) A lessee 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 lessee the amount due in respect of any additional insurance premiums and the lessee 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 lessee to take up insurance or liability cover of the premises leased 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 leased.

19. STORAGE HALLS

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

20. EQUIPMENT

- (1) A lessee 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 lessee 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 lessee is liable for the repair or replacement costs thereof.

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 leased 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 lease 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 leased 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 lessee's activities at the termination of the period of lease or at the cancellation of the lease in terms of any provision in this policy, an authorized official and the lessee 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. BY-LAWS

A lessee must comply with the Council's security and fire protection by-laws 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 leased 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 lessee, instruct the lessee to remove from the premises any person who is in a state of intoxication or who is acting in contravention of subsection (1).

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- (3) An authorized official may, during any function or event of a lessee, direct the lessee to prevent the entry on or into the leased premises by any person who is in a state of intoxication or who is acting in contravention of subsection (1).

25. ALCOHOLIC BEVERAGES

- (1) Subject to the terms and conditions stipulated in any agreement entered into between the Council and a lessee 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 Council; 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 Council, 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 lessee of a facility or the person in charge thereof, as the case may be, is responsible for ensuring that this age limit restriction is observed.
- (3) The selling of alcohol is subject to Stellenbosch Municipality's Liquor Trading Hours By-law which is in line with the Western Cape Liquor Act, 2008 (Act No 4 of 2008).

26. POST FUNCTION CLEANING

The lessee 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 HALLS AND APPLIANCES

The lessee 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 lessee 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 lessee 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. FIREARMS AND TRADITIONAL WEAPONS

No firearm or traditional 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 –

- (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 lessee 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 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 halls therein.

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- (3) The Council 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 facility.
 - (4) In the case of severe damage caused by the lessee, Stellenbosch Municipality reserves the right to decline any future application for a period of time as determined by Council.

31. INDEMNITY

The lessee 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 lessee indemnifies the Council, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature by the lessee or their dependents 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

In any unforeseen circumstance affecting municipal services and/or challenges where Executive Mayor or the Municipal Manger must address the public and/or rate payers, the use of any municipal hall.

33. DATE OF COMMENCEMENT

This policy takes effect on the date on which it is adopted by the Council of Stellenbosch Municipality.

Procedure: Application of Discounts on Hall tariffs as approved by Council, Item 7.15, on 26 August 2008

All applications for the discounted tariffs are to be submitted in writing to the Director: Social Development 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 organizations. Proof of registration must be submitted with each application.
- v. Governmental Departments e.g. All Pay Education and SAPS.
- vi. Organizations promoting the well-being of the six recognized vulnerable groups, namely the elderly, disabled, children, youth, women and vagrants.
- vii. Individual families registered as indigent at the Stellenbosch 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 e.g.:

All festivals

Flower Show (Stellenbosch and Pniel)

International and National Sports Bodies/Events e.g. Cape Epic
All political parties when using municipal halls

The relevant deposits must be paid in full.