

LOCAL AUTHORITY NOTICE 95

**LEPHALALE LOCAL MUNICIPALITY
HIRING OF MUNICIPAL PREMISES AND AMENITIES BY-LAWS**

The Municipal Manager of Lephalale Local Municipality hereby in terms of section 13(a) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) publishes the Lephalale Local Municipality Hiring of Municipal Premises by-law as approved by its Council, as set out hereunder

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1. Definitions

In this by-laws, unless the context otherwise indicates –

"activity" means an undertaking, endeavor, project, enterprise or event of a similar nature;

"amenities" means amenities under the administration and control of the municipality and includes all appurtenances;

"appurtenance" means any fitting, installation, appliance, equipment, device, instrument, apparatus, utensil, tool whatsoever in the premises;

"authorised official" means an official to whom the municipality has delegated or assigned powers or functions;

"building" means a building which contains a hall, auditorium, theatre, assembly room, amphitheater, lecture room, concert hall, community centre or similar place of assembly, but does not include a sporting arena;

"Council" means the Lephalale Municipal Council;

"function" means a reception, gathering, ceremony, occasion or event of a similar nature;

"hirer" means a person who applies for, pays the prescribed fee, and obtains the municipality's approval for the use of the amenities;

"municipality" means Lephalale Local Municipality;

"person" means a natural or juristic person, and includes a voluntary association of natural or juristic persons;

"premises" means a land, a building or a structure or a portion of land, building or structure under control of the municipality and on which an activity or function is undertaken, but does not include sporting grounds; and

"prescribed fee" means the fee prescribed by the municipality.

2. Application of by-law

- (1) The provisions of this by-law apply within the jurisdictional area of the Lephalale Local Municipality.

3. Application for hiring

- (1) A person who wishes to hire for the use of premises or amenities, must apply for the reservation thereof, and for these purposes must -
 - (a) complete the necessary application form obtained from the municipal offices and comply with all the other requirements and conditions which are specified in the application form;
 - (b) obtain the municipality's approval before he or she makes use of the premises or amenities; and
 - (c) pay a deposit of an amount decided by the municipality.
- (2) An application must be lodged not less than six weeks before the date on which the premises or amenities are required by the person, or on shorter notice as the municipality may decide.
- (3) The application must contain the following particulars:
 - (a) particulars of the premises or amenities;
 - (b) the period for which the premises or amenities are required;
 - (c) the date and time when the premises or amenities will be vacated;
 - (d) the expected number of people who will be attending the proposed function or activity, and the number of seats to be used;
 - (e) the intended use of the premises or amenities;

- (f) if food or soft drinks will be sold on the premises;
 - (g) an undertaking by the person who has lodged the application that he or she will comply with all conditions imposed by the municipality and with the provisions of this by-laws; and
 - (h) an indemnity form, as contemplated in subsection 9.
- (4) The municipality, when it considers the application, may have, in addition to other relevant factors, due regard to the following:
- (a) that the premises or amenities may be used for lawful purposes only;
 - (b) that the use of the premises will not constitute a nuisance or annoyance to other users of the premises or amenities or to the occupiers of neighbouring premises; and
 - (c) that the use of the premises will not constitute a danger to any person or property.
- (5) The municipality may approve the hiring of the premises or amenities subject to any condition it may deem expedient.
- (6) The municipality must, within seven days after the application form has been lodged, in writing notify the applicant if the application has been approved or disapproved, and –
- (a) if the application is disapproved, the municipality must supply to the applicant with reasons for disapproval; or
 - (b) if the application is approved, the municipality must forward a notice of approval and one set of the application form and other documents that were submitted, to the applicant, and must specify in the notice of approval the conditions to which the hiring of the premises or amenities are subject and the prescribed fee to be paid for the hiring of the premises or amenities.
- (7) The municipality must keep a register which is open to public inspection at all reasonable hours and which contains particulars of:
- (a) the application which was made to the municipality for the hiring of the premises or amenities;
 - (b) the name and address of the applicant;
 - (c) the date of the application;
 - (d) the prescribed fee for the hiring of the premises or amenities;
 - (e) the decision of the municipality; and
 - (f) if the application was approved, the conditions relating to the use of the premises or amenities.
- (8) An applicant may not before the municipality's approval has been received by him or her, advertise or announce the function or activity for which he or she has lodged an application.

- (9) The applicant must complete and sign an indemnity form in favour of the municipality upon approval of his or her application.

4. Cancellation, postponement or extension of reservation

- (1) A person who has lodged an application for the reservation of premises or amenities, may cancel the application, and the following apply:
- (a) any prescribed fee paid for the hiring of the premises or amenities must be refunded;
 - (b) if a reservation is cancelled 30 days or more before the date of the reservation, the municipality must fully refund the hirer with the deposit already paid;
 - (c) if a reservation is cancelled less than 30 days but 15 days or more before the date of the reservation, the municipality must refund the hirer with 50% of the deposit already paid; and
 - (d) if a reservation is cancelled 14 days or less before the date of reservation, the hirer is not entitled to any refund of the deposit already paid.
- (2) After approval has been given by the municipality, a person may apply for the postponement of the reservation to a later date.
- (3) Approval by the municipality of the postponement does not result in a penalty or forfeiture of any deposit already paid.
- (4) Postponement may be refused if the premises or amenities have been reserved for the use by another person or the municipality.
- (5) A person may apply for an extension of the period of hire, and –
- (a) the application for extension must be in writing and lodged at the municipal manager's offices;
 - (b) the provisions of section 3(2) do not apply; and
 - (c) the premises or amenities must be available, in that the municipality has not reserved the premises or amenities for the use by another person.

5. Powers and duties of the municipality

- (1) The municipality-
- (a) may, if practical, allow the hirer reasonable access to the premises or amenities before a function or activity commences to enable the hirer to make the necessary preparations for the function or activity;
 - (b) may let any other part of the premises for simultaneous use to a different hirer;
 - (c) may decide not to make available to the hirer the professional services of any of its officials;
 - (d) shall not render any services free of charge in connection with the hirer's function or activity;

- (e) shall not, before or during the function or activity, provide storage amenities for the storage of any object in connection with the hirer's function or activity;
- (f) may, at request of the hirer, supply additional equipment for use during the function or activity;
- (g) may at all reasonable times enter the premises or amenities with the aim of –
 - (i) inspecting the premises or amenities;
 - (ii) ascertaining if the conditions of hire and the provisions of this by-law are complied with;
 - (iii) maintaining, repairing, or improving the premises or amenities, and for these purposes the municipality may erect on or bring into the premises any structure of device, and the hirer has no claim to a reduction in the prescribed fee or deposit;
- (h) may remove or direct to be removed from the premises or amenities a person who is intoxicated and whose behaviour is unseemly and causing a nuisance to other people on the premises or to people on or in neighbouring premises, or may instruct the hirer to prevent the entry into the premises of any such person, and failure to abide by the direction or instruction constitutes an offence;
- (i) if an insurance premium is increased as a result of a contravention of section 6(2)(m) may claim any additional premiums from the hirer, and the hirer must immediately reimburse the municipality on receipt of the claim, and the municipality may, with the aim of covering any anticipated loss or damage which may result from a contravention of section 6(2)(m), require the hirer to take up insurance of the premises with an insurance company approved by the municipality;
- (j) shall decide on the nature of municipal services to be provided to the hirer; and
- (k) may authorise an official to attend a function or activity to ensure compliance with the provisions of this by-law.

6. Duties of hirer

- (1) Before a hirer commences to use the premises or amenities, he or she must inspect the premises or amenities and all appurtenances, and should he or she find that the appurtenances are in a state of disrepair, he or she must immediately report this fact to the municipality, and failure to do so is deemed as an acceptance by the hirer that all the appurtenances are in a proper condition.
- (2) The hirer -
 - (a) may not use the premises or amenities for any other purpose than that for which approval was given;
 - (b) may not use any premises or amenities for which approval was not given;
 - (c) may not use the premises or amenities unless he or she has fully paid the prescribed fee;
 - (d) may not sub-let the premises or amenities;

- (e) may not allow another person to occupy the premises;
- (f) may not without the approval of the municipality first having been obtained, cede, pledge or renounce in favour of another person any of the rights or obligations under this by-law;
- (g) may not remove any appurtenances or any other property of the municipality from the premises;
- (h) may not drive or screw nails, screws or similar objects into the walls, doors or in any other place or into any object belonging to the municipality, on the premises;
- (i) may not apply paint to any window or on any appurtenance or other object belonging to the municipality, on the premises;
- (j) may not interfere or tamper with any electrical installation or appliance on the premises;
- (k) must ensure that persons attending the function or activity for which purpose the hirer has hired the premises or amenities, behave in a seemly manner and does not cause a nuisance to other occupiers of the premises or amenities, or neighbouring premises;
- (l) if he or she has on his or her request been supplied, by the municipality, with equipment for use during the function or activity, may not remove the equipment from the premises;
- (m) may not bring, allow or cause another person to bring onto, or may not keep or allow to be kept on the premises or amenities any matter or thing which may invalidate or invalidates any insurance policy of the building or which may increase or increases the premium, or may not undertake or allow any activity on the premises or amenities which may invalidate or invalidates any insurance policy of the building or which may increase or increases the premium;
- (n) must, before vacating the premises or amenities, remove any article affixed by him or her, such as, but not limited to flags, advertisements, posters, notices, signs and decorations;
- (o) should the function or activity requires the use of ushers, provide the ushers;
- (p) must control the admission of people to the premises or amenities, and, if applicable, the sale of tickets;
- (q) must ensure that at no time overcrowding takes place, and must adhere to the conditions, in the notice of approval, regarding the number of seats and persons allowed;
- (r) may not sell food or soft drinks on the premises or amenities without the municipality's consent, except if such activity forms an integral part of the function or activity;
- (s) ensure, at all times, that the premises or amenities are kept in a clean, sanitary and tidy condition;

- (t) must take the necessary precautions to keep drains, water installations, and sewage pipes clean and free of blockages, and must maintain these in such condition;
- (u) may not park or store or allow to be parked or stored any vehicle or object which may hamper the uninhibited access to or exit from an entrance, passage, and entrance hall;
- (v) may not allow the parking of vehicles anywhere else on the premises except than in the demarcated parking areas;
- (w) must comply with the municipality's fire protection regulations;
- (x) comply and ensure compliance by a person attending the function or activity, of any instruction issued by an authorised official of the municipality;
- (y) may not bring into or keep on the premises or amenities or affix onto anything in the premises or amenities any object which is unsafe or which, due to its weight or size, may damage the premises or amenities;
- (z) may not bring onto or allow the bringing onto the premises by any person a fire-arm, knife, or any dangerous weapon of whatever kind; and
- (aa) must allow access to the municipality at all reasonable times to enter the premises or amenities with the aim of –
 - (i) inspecting the premises or amenities;
 - (ii) ascertaining if the conditions of hire and the provisions of this by-law are complied with; and
 - (iii) maintaining, repairing, or improving the premises or amenities, and for these purposes the municipality may erect on or bring into the premises any structure of device, and the hirer has no claim to a reduction in the prescribed fee or deposit.

7. Termination of hire

- (1) On termination of the hire the hirer and an authorised official of the municipality must, for the purpose of assessing the conditions of the premises or amenities, inspect the premises or amenities.
- (2) The hirer must –
 - (a) return the premises or amenities to the municipality in the condition as when they were hired out to him or her;
 - (b) repair any damage or breakages;
 - (c) comply with any instructions by the municipality in respect of the cleaning of the premises or amenities; and
 - (d) vacate the premises or amenities within the period stated in the application form; and should the hirer fail to comply with –

- (i) any of the provisions of paragraphs (a), (b) or (c), the municipality may replace, repair or make good any broken, missing or damaged appurtenances, appliances or any other object on the premises or amenities, and recover the costs from the hirer; and
 - (ii) the provisions of paragraph (d), the municipality may levy an additional fee for the period during which the hirer occupies the premises or amenities after the expiry of the period stipulated in the application form.
- (3) The municipality may cancel the hire of the premises or amenities under the following circumstances:
- (a) The premises or amenities are substantially unusable due to –
 - (i) destruction;
 - (ii) severe damage; or
 - (iii) the absence of municipal services;
 - (b) the premises or amenities constitute a danger to human life or property; or
 - (c) should the municipality require the premises or amenities for municipal purposes at the same time, however, the municipality may refund the prescribed fee or deposit that have already been paid to it in respect of the reservation.
- (4) Should the municipality decide to cancel a reservation, the municipality must, within a reasonable time notify, in writing, the hirer of its decision, however, in the instance where a notice is given in terms of subsection (3)(a), the notice is deemed to be effective as from the date on which the destruction or damage took place.
- (5) Subject to the provisions of subsection (3)(c), a hirer has no claim against the municipality for loss of use of the premises or amenities or for damage arising from a cancellation in terms of subsection (3).
- (6) The municipality reserves the right to cancel a booking should the premises or amenities be required for municipal purposes at the same time, and the municipality is not liable to pay compensation to the hirer should it, for these purposes, cancel a booking, however, the municipality may refund the prescribed fee and deposit that have already been paid to it in respect of the application.

8. Limitation of liability

- (1) The municipality is not liable for –
- (a) any theft, or loss of, or damage to any object whatsoever which the hirer or anyone else kept or deposited on the premises;
 - (b) any loss suffered by the hirer or anyone else arising from a failure or defect of amenities on the premises;

- (c) any loss or damage suffered by, or shall not compensate the hirer or anyone else as a result of an interruption or insufficient supply of municipal services to the premises, or as a result of any activity by the municipality as contemplated in section 5(g)(iii); or
- (d) any consequential loss, arising from whatever cause, suffered by the hirer or anyone else who makes use of the premises or amenities.

9. Exemptions

- (1) Any person may by means of a written application, in which the reasons are given in full, apply to the municipality for exemption from any provision of this by-law.
- (2) The municipality may –
 - (a) grant an exemption in writing and the conditions in terms of which, if any, and the period for which such exemption is granted must be stipulated therein;
 - (b) alter or cancel any exemption or condition in an exemption; or
 - (c) refuse to grant an exemption.
- (3) An exemption does not take effect before the applicant has undertaken in writing to comply with all conditions imposed by the municipality under subsection (2)(a), however, if an activity is commenced before such undertaking has been submitted to the municipality, the exemption lapses.
- (4) If any condition of an exemption is not complied with, the exemption lapses immediately.

10. Appeal

- (1) Any person may in terms of section 62(4)(b) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), appeal to the Municipality against any decision or finding taken.

11. Offences and Penalties

- (1) A person against whom there is an assumption that he or she has committed an offence in terms of this by-laws shall upon conviction be liable to a fine or in default of payment, to imprisonment for a period not exceeding 12 months, or to such imprisonment without the option of a fine, or to both such fine and such imprisonment.

12. Repeal of By-laws

- (1) By-laws on Hiring of Municipal Premises previously made by the municipality or its constituent predecessors in respect of any portion of the area of the Lephalale Local Municipality are hereby repealed in so far as they are inconsistent with the provisions of this by-law.

13. Short title and commencement

- (1) This by-law is called Lephalale Local Municipality Hiring of Municipal Premises by-law and commence on the date of publication thereof in the *Provincial Gazette*.