

# **DR JS MOROKA LOCAL MUNICIPALITY**



## **MUNICIPAL FACILITIES BY- LAW**

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## 1. DEFINITIONS

The following list of definitions is provided to facilitate the accurate interpretation of these by-law. For the purposes of these by-law unless the context otherwise indicates:

**"Council"** Means the Council of the Dr JS Moroka Local Municipality,

**"Group"** Means any number of people who wish to hold functions.

**"Hall"** Means hall, room, building or premises owned, or managed, by the Municipality, that can be rented on a short term basis, to a person, or group, for the purpose of holding meetings, functions and offering entertainment.

**"Lessee"** Means the person or group of persons who contracts to rent the Municipal facility.

**"Meeting"** Means any gathering of people for a legal purpose or for a lawful course.

**"Municipal Manager"** Means the person employed in the position of Municipal Manager as the head of the administration of the Municipality.

**"Authorised official"** -Means the Municipal employee who has been assigned with the responsibility for attending to any matter dealing with Municipal facilities.

**"Municipal facilities"**- Means Siyabuswa Municipal facilities, Ga-Phaahla Municipal facilities, Matshiding Municipal facilities, Thabana Municipal facilities, King Cluster Community

**"day"** means from 06:00 to 18:00

**"Night"** means from 18:00 to 06:00

**"Hall"** means, Ga-Morwe Municipal facilities, Digwale Municipal facilities, Municipal facilities, Ukukhanya Municipal facilities, Maphanga Community Hall, Libangeni Municipal facilities, Lefiso Municipal facilities, Senotlelo multi purpose center, Municipal facilities, Nokaneng Community, Hall, Municipal

facilities, Marapyane Community Hall, Pankop Municipal facilities, Municipal facilities, and any other Municipal facilities or part thereof under the control and jurisdiction of the Council.

**“Stadium”** Means Ga-Morwe Stadium, Ga-Phahla Stadium, Libangeni Stadium, Lefisoane Stadium, Nokaneng Stadium and any other Municipal Stadium or part thereof under the control of and Jurisdiction of the Council.

**“Municipal Facilities”**- Means Municipal Halls, stadiums, art and craft centre, Multi purpose center, Council chamber and Municipal buildings.

**“Charitable Organisation”**- Means an institution or organisation for helping those in need and is registered as a non-profit making organisation in terms of the Non-Profit Organisations Act 71 of 1997 or a public benefit organisation established in terms of section 18A of the Income Tax Act 58 of 1962.

**“National or Provincial Department”** – Means the department under the National Assembly as contemplated in chapter 4 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) and the departments under the Provincial Legislature as envisaged in Chapter 6 of the Constitution.

**“Block Booking”** Means the utilization of the facility for consecutive days.

## **2.PREAMBLE**

WHEREAS

The Dr JS Moroka Local Municipality as the local authority regulates formal and informal trading;

Whereas Section 156 of the Constitution of the Republic of South Africa ,1996 (Act No. 108 of 1996) read in conjunction with section 12 and 13 of the Local Government: Municipal Systems Act,2000 (Act No. 32 of 2000) as amended;

Therefore be it enacted as follows:

## **3. OBJECTIVES OF THIS BY-LAW**

To enable the Municipality to rent, for a short time, municipal facilities to People or groups. These by-laws will also be used to regulate the processes related to the leasing and management of these halls and facilities.

## **4. RESERVATION OF MUNICIPAL FACILITIES**

- (1) The Municipality is entitled but not obliged to let any of its facilities to Community, Departments and Non Profit Making Organizations..
- (2) Save for exceptional urgent cases, any person who intends to lease a Municipal facility must make a written application within a period of 7 (seven days) prior the event taking place to the Community Development Services Department, pay the defined refundable deposit and obtain a permit to access the Municipal facility.
- (3) The Council will determine the applicable leasing tariffs on annual basis, which will be amended from time to time.
- (4) The application shall be dealt with on first come, first serve basis.
- (6) Application for hiring of the Municipal facilities shall be dealt with only during Office hours: Monday to Thursday 08h00am to 16h00 and only in exceptional circumstances will the Municipality.

## **5. CANCELLATION OF RESERVATION**

- (1) If a lessee cancels the reservation for a facility within the period of more than 30 days before the planned function, the Municipal Manager will refund half of the deposit paid.
- (2) Cancellation of bookings made within a period of 7 (seven days) will result in the applicant forfeiting the total amount paid for the bookings.
- (3) When a booking is cancelled within a period of less than 30 days but more than 10 days before the planned function, 25% of the deposit will be refunded.
- (4) 5 Percent of the total cost of the booking fee will be levied for the first three extra hours expended for the facility usage.

## **6. CONDITIONS FOR RESERVATION**

- (1) No reservation shall be made unless payment is made in terms of this by-law and no tickets shall be distributed or any public announcement made until the reservation has been accepted for that purpose.
- (2) The Municipal facilities Municipal Facility shall be let for the purpose of hiring on the express condition that no overcrowding thereof shall take place.
- (3) The Facility will be booked according to its capacity.
- (4) The Municipal Facility Municipal facilities shall be hired on the express condition that in the case of any dispute, the decision of the Council shall be final.
- (5) All activities or usage related to the hiring of the Municipal Facility shall be subject to all relevant legislations and municipal by-laws.

## **7. DUTIES AND OBLIGATIONS OF THE LESSEE**

- 7.1. The Lessee is hereby given the limited right to reserve admission to the facility hired by him/her and is held responsible for the due observance of the following conditions:
  - (a) The lessee shall be responsible for all arrangements in connection with the admission of the public, the provision of ushers, police and such staff as may be deemed necessary to control the admission of persons and the sale of tickets.
  - (b) The lessee shall be responsible for payment of any extra hours incurred during any hiring (day hiring 06h00 to 18h00 and night hiring 18h00 to 06h00)
  - (c) The lessee has a duty to be present for the purpose of conducting pre inspection on the facility.
  - (d) Post inspection will be conducted after the event in the presence of the lessee and should it be found that the lessor suffered damages, the lessee shall be responsible for any damages of whatever nature to the facility, furniture, fittings or any other property of the Municipality that may occur during the period of hire.

- (e) The lessee shall have the limited right to reserve admission to the Municipal facilitiesMunicipal Facility hired subject to the contracted Municipal security companies directives.
- (f) Where in the opinion of the Municipality, the nature of a function or assemblage in the Municipal facilitiesMunicipal Facility renders desirable for a fireman or firearm to be present, such attendance shall be compulsory, and the charge shall be for the cost of the lessee.
- (g) When the seats available for accommodation as stipulated in the permit has been occupied, the lessee shall prevent the admittance of any further person/s.
- (h) The lessee of any Facility shall duly comply with all the provisions of this by-law, including its use, and the lessee shall not permit any contravention thereof.
- (i) If the lessee, in the opinion of theMunicipality, contravenes or permits or causes any other person to contravene any provision of this by-law, the lessee will be liable for payment as determined by the Municipality from time to time.

## **8. BLOCK BOOKINGS**

- 8.1 Bookings for continuos or consecutive days will be restricted to one event per month.
- 8.2 Where a request for bookingfor a period exceeding one month is made, the approval will be made only for one event booked and subject to the availability of the Facility.
- 8.3 No application for the hiring of any Municipal facilities shall be made more than 12 months within a financial period commencing from 1 July to 30 June in advance without the approval of the Municipality.

## **9. AVAILABILITY OF MUNICIPAL FACILITIESMUNICIPAL FACILITIES FOR FREE**

- 9.1 The Municipal facilities may be made available free of charge to registered Non profit making organizations and Community based organisations , subject to the following:
  - 9.1.a That the event is for the benefit of the community.
  - 9. 1.b That no admission fees are charged at the event.
  - 9.1.c That the registered Non profit making organizations and Community based organisations submit a letter of undertaking that they will take the responsibility for any damages that might occur.
- (2) The Municipal facilities may be made available free of charge to a Councillor of the Dr JS Moroka Local Municipalityfor performance of the Council`s duties.
- (3) Should the organisations mentioned in clause 9.1 wish to utilise theFacility more than four (4) times a month, the matter will be referred to Council for consideration.

- (4) Municipal Facility shall be made available free of charge twice in a month to Political parties that are represented in Council
- (5) Officials will be allowed to use Municipal Facility without a charge for furtherance of official duties.
- (6) Sector Departments in collaboration with the Municipality will be granted access to Municipal facility usage free of charge .

#### **10. ATTENDANCE BY OFFICIAL ON DUTY**

- (1) The attendance by the official on duty at the Municipal facilities shall be required solely for attending to the Council`s interests and his/her services shall not be at the lessee`s disposal.

#### **11. AUTHORISED OFFICIAL**

- (1) An authorised official of the Council may enter the Municipal facilities at any reasonable time for official purposes not limited to normal working hours for furtherance of any duty authorised by the law.

#### **12. MANIPULATION OF AND TEMPERING WITH APPLIANCES**

- (1) Appliances shall be manipulated only by the official on duty or other authorised official appointed by the Municipality.

#### **13. PRE AND POST BOOKING INSPECTION OF MUNICIPAL FACILITIES**

- (1) Pre-Facility inspection shall be done by the official on duty and the lessee before the usage of the facility.
- (2) Post –Facility inspection shall be done by the official on duty and the lessee after usage of the facility.

#### **14. GENERAL PROVISIONS**

- (1) The lessee shall comply with the provisions of the Copyright Act, 1978 (Act 98 of 1978) and any other legislation applicable if he/she hires the Facility for music performance, adaption, bioscope, cartoon, or cinematographic film.
- (2) The lessee indemnifies and hold harmless the Municipality from and against any claim, damages, or otherwise and for costs, including costs between attorney and client that may be made against the lessee by reason of any infringement by the lessee of the Copyright Act, 1978 (Act 98 of 1978) and any other



legislation applicable in respect of the usage of the Facility for the purposes mentioned in section 16(1).

(3) Limitation of Lessees Rights:

No furniture, equipment, artwork or any other municipal property may be used for the benefit of the lessee or any other third party.

Furniture, equipment and municipal property on the premises that is owned by the Municipality do not form part of the rental agreement, unless explicitly specified in the leasing agreement.

(4) Recovery of Damages:

The Municipality will be entitled to deduct any damages caused to the Municipal halls or facilities by the lessee or any other persons attending. The deduction will be made from the deposit and the balance, if any, refunded to the lessee.

(5) Should the damages exceed the value of the deposit, the lessee will be held responsible for payment within 7 days of receipt of the specified account equivalent to the damages suffered by the Municipality.

## **15. SELLING OF LIQUOR**

(1) Whenever it is desired to sell liquor at a function, the lessee shall make application to the Municipality in writing for the permission to establish a bar, and this permission shall be granted only to the holder of liquor licenses and upon payment of the fees as stipulated in schedule 1 to these by-laws, such permission shall be granted to the lessee of the Municipal facility only for the duration of the function for which the Municipal facility is hired, not exceeding one day and the evening thereof.

(2)

(3) Any portion of the Municipal facility allocated for a bar shall be cleaned and left clean by the lessee immediately succeeding the termination of the hiring, failing which the official on duty shall take steps to remove all goods and property placed in the Municipal facility by the lessee at the risk of the lessee and have the Municipal facility cleaned at the expense of the lessee.

## **16. DISPLAY OF ADVERTISEMENTS**

(1) No outside posters, notices, decorations, flags, pictures or advertisements shall be allowed on any part of the Municipal facilities or notice boards without the written consent of the Municipality.

## **17. PROHIBITED ACTS**

- (a) A person shall not be granted access to Municipality provided that they fail to obey a lawful instruction of the Security officer of a Security Company duly contracted to the Municipality
- (b) No overcrowding shall take place, and the number of persons allowed in the Facility shall be limited to the seating accommodation available.
- (c) No person shall be allowed to congregate in the passages, aisles or doorways leading to such a facility.
- (d) When the available seating accommodation has been occupied, the Lessee shall prevent the admittance of any persons in excess of such seating capacity;
- (e) The Municipality will not be held liable if Lessee and his/her guests (including children, mobile and immobile material) enter prohibited or restricted areas as designated within the various facilities.
- (f) The selling of intoxicating substances is prohibited and such substances shall not be brought into the Municipal facilities without the written permission of the Municipality.
- (g) Use of portable paraffin stoves, gas cylinder and inflammable substances in any part of the Municipal facilities is prohibited.
- (h) The lessee shall not be permitted in any way except with the sanction of the Municipality and no nails or screws shall be driven to the walls, floors, ceilings or fittings, curtains or any attachment made there to, except at points where provision therefore has been made byMunicipality.
- (i) No furniture or article of any description shall be moved or taken out of the Municipal facilities without the sanction of the official on duty.
- (j) No equipment (tables and chairs etc.) that are utilized at the Municipal facility shall be made available to the public for use elsewhere.
- k) No agreement may be entered into with a person under the age of 18 for the hiring of Municipal facilities.
- (L) No agreement may be entered into with a foreign national that is illegal in the country, save for production of a lawful permit and a business licence to be in the Republic and operate a business for lawful purpose.

## **18. STIPULATIONS REGARDING CONDUCT WITHIN FACILITIES**

No Person shall:

- (a) Display any mural decoration of any description, any interior or exterior decoration flags, banners, emblems, posters, notices or similar articles on any portion of a facility except if provision has been made for;
- (b) Display any poster or similar advertisements at the entrance to a facility except on the display board provided by the Municipality for these purposes. Such

poster and advertisements may be displayed on such boards not more than 14 days prior to the event function for which a facility has been hired;

- (c) Affix any screw or nails in or on any property of a facility. The use of any adhesives has to be discussed with the designated official of the Municipality;
- (d) The use of candles without proper holders or floor protection is prohibited. If it is probable that the use of candles are likely to pose hazards, the local Fire Station must be informed prior the event taking place;
- (e) Installation of temporary fountains, decorations, displays, etc. will be restricted to designated areas;
- (f) No labels or tags that may mark, damage or stain equipment will be allowed (e.g. reservation of seating)
- (g) No bicycles, motorcycles, skateboards, or roller skates will be allowed into any Facility or on the surrounding areas of the facility;
- (h) No person shall smoke in any facility as provided for in the relevant legislation;
- (i) No smoke machines will be allowed at centres/Facilities with smoke detectors;
- (j) No decorations, furniture, fittings, apparatus, equipment or property of any nature whatsoever shall be brought on stage by the Lessee without consent of the Municipality.

## **19. Liability**

The Municipality will, under no circumstances be liable or responsible for:

- (1) Any damage or loss suffered by any person as a result of any defect in any Appliance or equipment or in the electrical installation or as a result of Any deficiency or interruption of the power supply and water supply to the facility.
- (2) Any damage or loss of any property, or goods of whatever nature which belong to the Lessee or any other person and which has been brought, placed or used on the property.
- (3) The Lessee and any other person enters the property of the Municipality at own risk and the Municipality does not accept liability in respect of death or injury of any nature to such person and the signatory of application form.
- (4) The Lessee, when not the same person, jointly and severally indemnifies the Municipality regarding all claims that possibly could arise from the use of and presence on the Municipal facility.

## **20. PENALTY CLAUSE**

- (1) An infringement of any provision of this by-law shall constitute an offence and a person shall on conviction to an imprisonment or be liable to a fine or both as determined by the competent court.

## **21. SHORT TITLE**

This by-law is called: DR JS Moroka Municipal Facilities By-Law and its provisions will come into operation on a date fixed by proclamation in the Provincial/ Gazette.

## **22. DETERMINATION OF TARIFFS**

Tariff payable in respect of matters related to the usage of Municipal facilities shall be as determined by Council as amended from time to time in accordance with section 75(A) of the Local Government :Municipal Systems Act, 2000 (Act No. 32 of 2000) as amended.

# ANNEXURE 1

DR. JS. MOROKA LOCAL MUNICIPALITY

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## **1. IMPORTANT INFORMATION TO COMPLY WITH:**

- 1.1 The booking period of the Municipal facilities , must not be in excess of the twelve months within a financial period from the date of payment.
- 1.2 Rentals and deposit fee for the aforementioned bookings of the Municipal facilities must be paid simultaneously on the day of bookings of the facility and the deposit fee will be claimed immediately after the event.
- 1.4 In circumstances where the quotations has to be issued to an individual or sector departments such transaction should not be interpreted and/ or construed as a guarantee for bookings until clause 1.3 below has been fully complied with.

## **2. Integrated functions hosted by Municipality and sector departments**

- 2.1 The Municipal representative delegated by Municipal Manager must obtain from Facility Management division and or a relevant form which needs to be completed and signed by his/ her manager and thereafter the usage of the facility will be granted without any cost.

## **3. BOOKINGS REQUIREMENTS**

- 3.1 Identity document.
- 3.2 The applicant must be above 18 years of age.
- 3.3 Advance payment.
- 3.4 In case of government departments, official work order.

**PLEASE, STRICTLY ADHERE TO COUNCIL ADMINISTRATIVE ARRANGEMENTS**

# ANNEXURE 2

Dr J.S Moroka  
Local Municipality

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## AGREEMENT FOR THE USAGE OF FACILITY

### 1. APPLICANT'S PARTICULARS

1.1Name/Company:	1.2 Identity No:
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1.3 Physical Address:	1.4 Cell No:
1.5 Postal Address:	1.6 Dates:
1.7 Time:	1.8 Receipt No.:
1.9 Purpose:	1.10 Amount:

## 2. TERMS AND CONDITIONS

**2.1 The Tenant is compelled to comply with the following terms and conditions:**

- 2.1.1 To keep and maintain the facility in the same good conditions as it were during the term of the lease and to deliver the facility on the termination of the agreement of the lease, clean with fair wear and tear.
- 2.1.2 The date is hereby deemed to be guaranteed, however in circumstances that the Municipality with its partners intend to host events in line with its mandated programmes on the date given to the signatory, alternative re-location will be negotiated with the latter signatory as soon as possible.
- 2.1.3 The facility must be utilized within the date & time specified for the purpose indicated on the permit and no deviations will be allowed.
- 2.1.4 The Municipality shall not be held accountable for applicant's items which may be stolen and /or removed unlawfully from the premises or any unforeseen circumstances caused by floods, tornado, fire, etc.
- 2.1.5 If a lessee cancels the reservation for a hall and /or facility within the period of more than 30 days before the planned function, the Municipal Manager will refund half of the deposit paid.
  - 2.1.5.1 When a booking is cancelled within a period of less than 30 days but more than 10 days before the planned function, 25% of the deposit will be refunded.  
When a booking is cancelled within a period of less than 10 days before the event, no refund of the deposit will be made.
  - 2.1.5.2 To repair all damages caused to the facilities within a period of fourteen (14) days and failure to comply will result in the tenants deposit fee being forfeited to the Municipality.
  - 2.1.5.3 Should the deposit not be able satisfy the amount of damages suffered by the Municipality, then the difference will be paid directly by the Tenant.
- 2.1.6 To comply with Provincial and Municipal by-laws, ordinances and regulations in respect of but limited to noise, pollution, smoke, selling of alcohol or any other similar matters.
- 2.1.7 To refrain from any conduct which may result in violation of the terms of the Municipal insurance policies in respect of the facility or which might increase the premium of the Municipality in the event of the claim unable to be compensated by its insurance company.
- 2.1.8 Municipality shall be entitled to recover from the Tenant any cost incurred on the facility denied to have being paid by the Municipal insurance company caused by the violation of the lease Agreement.
- 2.1.9 Not to drive or allow to be driven any nails, screws or any other thing into the walls and ceilings and also not to advertise or install signage within the premises without any written permission from the Municipality.
- 2.1.10 That the Facility will be booked according to it's capacity.
- 2.1.11 To pay for extra hours incurred for the function.

## 3. INDEMNITY

I, undersigned, hereby confirm that I have familiarized myself with the contents of this indemnity, without any objection and agree to the signing thereof, I confirm that by signing this indemnity form, I indemnify Dr J.S Moroka Local Municipality & partners against any damage or claims of whatever nature due to any damages or loss of property or any injury, death caused to any person which may occur or result from usage of the facility of Dr J.S Moroka Local Municipality. Irrespective of whether such claims may arise from the negligence of Dr J.S Moroka Local Municipality and its employees

**I confirm that by signing this indemnity form, I waive any rights I may have to institute any such claims against Dr J.S Moroka Local Municipality.**

\_\_\_\_\_  
**Applicant Signature**

**DATE STAMP**

\_\_\_\_\_  
**Municipal Representative**