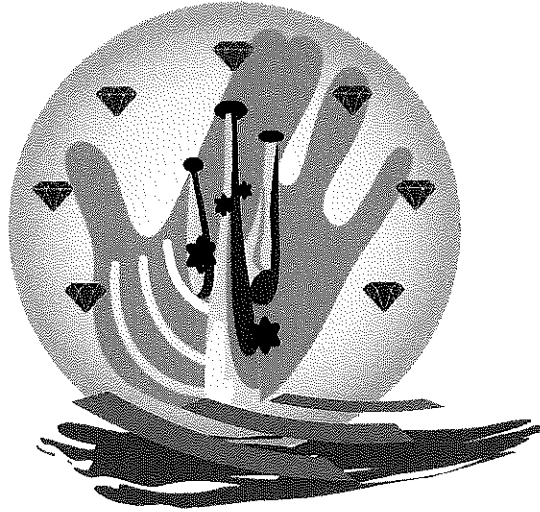


COMMUNITY SERVICE POLICY

HALL HIRE POLICY



**MUNISIPALITEIT
RICHTERSVELD
MUNICIPALITY**

RICHTERSVELD MUNICIPALITY

MUNICIPAL HALL HIRE POLICY

(1) Use of halls – General Conditions

- (1.1)** The Municipality may, in its discretion, make any community hall (which includes the City Hall) of which it is the owner or any part thereof, available for use by any resident, organization, institution or legal body (herein referred to as the "user") and any such use shall be subject to the provisions of this policy.
- (1.2)** A hall may not be used by or made available for use to any user unless a hall hire agreement as contemplated in paragraph 2 has been concluded between the Municipality and the user and the rental and deposit has been paid in accordance with the provisions of paragraph 3.
- (1.3)** A person or organisation may hire a hall for more than 1 (one) occasion during a month provided the hall is not required by another person or organisation.
- (1.4)** No caterer shall be allowed to book a hall in his own or his/her/its business name. The booking must be made in the name of the hirer for the specific occasion in respect of which the hall in question has been hired and the hall hire agreement must be concluded between the Municipality and such user.
- (1.5)** The Municipality reserves the right, subject to paragraph 10, to refuse the hire of the hall or to cancel any agreement for the hire thereof if the proposed entertainment, performance, exhibition, film show or other entertainment is, for sufficient and valid reasons, disapproved by the Municipality.
- (1.6)** Any specialized equipment, a loudspeaker system and lighting in any hall hired by the Municipality shall only be operated by the appointed official of the Municipality. The hirer shall pay an amount as determined by the Municipality to cover the expenditure of such an official.

- (1.7) If a hall is needed for the purpose of rehearsal/preparation prior to the booked day, the hall must be booked for such periods but the full prescribed rehearsal/preparation fee is only payable to the Municipality if this is done after normal working hours.
- (1.8) The Municipality, further, reserves the right to refuse the hire of a hall or to cancel any hall hire agreement for the use thereof if the hall is required for urgent public purposes which, in the opinion of the Municipality, should take precedence. In the event of the cancellation of a hall hire agreement under these circumstances, the rental paid by the hirer shall be repayable to such hirer.
- (1.9) As a general principle, no municipal hall shall be hired for commercial trading by a commercial enterprise on a continuous basis.
- (1.10) In respect of the City Hall, no parking of vehicles used by the hirer of the hall or an attendee of a function arranged by such hirer in this hall will be permitted in any reserved parking area i.e. Executive Mayor, Municipal Manager, etc.

(2) Application to lease a hall

- (2.1) A potential hirer shall make application for the hire of a hall in writing by completing and submitting to the Municipal Manager the pro forma hall hire agreement contained in Annexure A.
- (2.2) Applications for the hire of a hall will, as far as possible, be considered in the order in which they are received.
- (2.3) A verbal booking of a hall for a specific date is provisional and will be valid for 3 (three) working days only, excluding the day in which the booking was made, and unless a completed and duly signed pro forma hall hire agreement as contemplated in paragraph 2.1 is received before the expiry of the last day, the provisional booking will be cancelled and the hall will once again be made available for use by other potential users.
- (2.4) No public announcement of the function to be held in a provisionally booked hall shall be made by the applicant until he/she/it has received a copy of the said pro forma hall hire agreement duly signed on behalf of the Municipality as proof that the application has been approved. Upon signature of the said pro forma hall hire

agreement on behalf of the Municipality, a lawful agreement of hire for the hire of the hall referred to therein shall be deemed to have come into existence between the parties. A signed copy of the hall hire agreement may be provided by e-mail, telephone, facsimile or by letter to the hirer.

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

(3) Rental, Cleansing and Damage Deposit

- (3.1) The rental and a cleansing and refundable damage deposit payable by a hirer for the hire of a hall are the hourly tariff as from time to time determined by the Municipality by resolution, which amounts shall include the cost of normal cleaning and lighting plus a fixed amount as indicated in the attached schedule 1 and the music fee where applicable.
- (3.2) The full deposit is payable within twenty four hours (24h) after the date of approval of the application as contemplated in paragraph 2.4 and, in the event of non-payment, the provisional booking and the approval will be deemed to have been cancelled and the hall concerned will automatically be available for use by other potential users.
- (3.3) In the event of the hirer paying a deposit as contemplated in subparagraph 3.2, the balance of the rental due must be paid to the Municipality at least twenty four hours (24h) before the date of the commencement of the event/function.
- (3.4) All payments for the hire of a hall shall be made at the cashiers office at the Municipality or as arranged with the hirer. Access to the hall on the booked date shall be refused until such time that an official receipt for such payments or proof of payment has been produced.
- (3.5) The Municipality may on application, grant the use of a hall free of charge to any person, government department, non-profit making organizations, community based organizations, institutions or bodies desiring to arrange a function or display for educational, recreational, health and community development purposes or for any other function deemed appropriate by Municipality.

(3.6) For any discount granted to churches, funeral services and any other indigent matters conducted in municipal halls shall be approved by the municipal manager.

(3.7) The cleansing and damage deposit will be refunded to the hirer within 30 (thirty) days after the date of the function, provided that the use of the hall by the hirer caused no excessive cleansing operations or damages to the hall or any property of the Municipality in or around the hall.

(3.8) All damages to a hall which were caused as a result of the failure of the hirer or any other person attending a function for which the hirer has hired the hall in question to adhere to the conditions of hall hire agreement, will be deducted from the damage deposit paid by the hirer and the Municipality further reserves the right to institute a claim against the hirer concerned for all other damages it has suffered as a result of such failure and which could not be recouped from the damage deposit.

(4) Cancellation of an application to hire

(4.1) Notice of cancellation of an application to hire must be addressed to the Municipal Manager in writing at least 3 (three) days before the date of the commencement of the event/function of the hired hall and, in such case, the full deposit paid minus 10% (ten percent) will be refunded to the hirer.

(4.2) In the event of the cancellation of an application to hire with less than 3 (three) days the full deposit paid minus 10% (ten percent) will be refunded to the hirer.

(5) Change of date or transfer of application to hire

The Municipality may, for good and sufficient reasons provided by the hirer and if the Municipality or any future potential user or hirer will not be prejudiced, allow a change of date of the use of a hall or a transfer of an application to hire between various halls at the fee applicable to such halls, without any penalty: provided that the hirer shall submit to the Municipal Manager a written request to this effect at least 3 (three) days before the event/function.

(6) Rights and obligations of the lessee

- (6.1)** The hirer shall be responsible for examining the hall and its contents prior to the commencement of the event/function and to direct the attention of the responsible person to any defects or shortcomings therein both in respect of the building itself and the hired contents, if any. If no defect is reported by the hirer, the hall and its contents shall be deemed to be in good order and condition at the commencement of the event/function.
- (6.2)** The hirer shall at all times during the hiring period keep the hall and its contents in a clean and tidy condition.
- (6.3)** The hirer shall not display either inside or outside the hired hall any article, apparatus, equipment, placard, decoration or similar item which, in the opinion of the responsible person or any other authorized official of the Municipality, is considered dangerous or likely to create a nuisance either to the attendees of any function or event in respect of which the hall in question has been hired or to the general public or the occupants of surrounding properties.
- (6.4)** The hirer shall be responsible for all arrangements in connection with the admission of all persons to the hired hall 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 hall and on the premises to ensure compliance with the provisions of this paragraph.
- (6.5)** The right to use a hall for a specified purpose on a specific day is granted to the hirer personally and such hirer 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-hall hire agreement or by ceding, assigning, pledging or in any other way transferring all or part of his/her/its hiring rights to such third party without the prior written consent of the Municipality.
- (6.6)** The hirer shall ensure that electric lighting and other electric appliances in a hired hall, shall, except with the express permission of the Municipality to the contrary, only be handled and operated by the responsible person or a duly appointed official of the Municipality.

- (6.7) The hirer may use candles and naked lights in the hired hall subject thereto that Municipality's Fire Service is notified thereof beforehand by the hirer.
- (6.8) The hirer shall ensure that no smoking takes place in the hired hall.
- (6.10) The hirer may not drive into or affix to any wall, door, ceiling or panel or floor of the hired hall any nails, screw, hook or similar article nor affix any decoration to any electrical fitting therein.
- (6.11) No bar for the sale of alcohol may be conducted during any function in the hall, except in terms of a valid liquor licence and then only with the prior consent of the Municipality and subject to the conditions determined by the Municipality. Under no circumstances shall a person under the age of 18 (eighteen) years be supplied with alcohol.
- (6.12) The cloakrooms and ablution facilities at the hired hall are, for the duration of the hired period, under the supervision of the hirer who shall accept full responsibility for all damages or losses caused thereto or therein.
- (6.13) The hirer shall be fully responsible of the way in which the hall should be arranged.
- (6.14) No person who is under the influence of alcohol or drugs shall be admitted to a hall or having gained admission, be permitted to remain therein.
- (6.15) No person shall be permitted to dance in the hall unless appropriate shoes are worn so as not to damage the floor surface.
- (6.16) The number of persons allowed in a hall shall be limited to the number of available seating accommodation. No persons shall be allowed to congregate in the passages or doorways leading to such hall. When the available seating accommodation has been occupied, the hirer shall make the necessary arrangements to prevent the admittance of more persons to the hall.

- (6.17) The hirer shall ascertain and comply with all legal requirements pertaining to the holding of a gathering and without limiting the meaning or scope of the aforesaid, the hirer shall, in particular, ensure that he/she/it and all other users of the hall, comply with all requirements relating to the carrying of fire-arms.
- (6.18) No flags, banners, posters, paper ribbons, notices, signs and advertisements may be displayed in or at any entrance of a hall without the prior written approval of the Municipality.
- (6.19) All persons shall vacate the hall before or upon expiration of the hiring period and, if for any reason whatsoever the hiring period is exceeded, the hirer will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.
- (6.20) All property not belonging to the Municipality must be removed from the hall prior to the expiration of the hiring period. Should this not be done, the hirer will pay for the exceeding period in accordance with the applicable tariff with a minimum period of 3 (three) hours.
- (6.21) No furniture or articles, which are the property of the Municipality, shall be removed from the hall except with the prior approval of the Municipality and then only under the direct supervision of an official or responsible person.
- (6.22) The hirer shall be responsible for all catering arrangements supplied in connection with any booked function in the hall and, to this end, shall either personally or through his/her/its caterer ensure that:
- (a) food shall be prepared by the hirer at home;
 - (b) the hirer is responsible for their own scullery cooking equipment, utensils and cutlery.
- (6.23) The safekeeping of the hall, furniture, fittings and other property appertaining thereto is the responsibility of the Municipality. The Municipality, accordingly, has the right to enforce the provisions of this policy and may terminate any hall hire agreement at any stage if damages are being done thereto or if the Municipality has reason to believe that the hall, furniture, fittings or other property appertaining thereto, is under risk of being damaged.

(7) Liability for damages

- (7.1) The hirer shall be liable for and shall bear the costs in excess of the damage deposit (if any), of any damages to the hall, furniture, fittings or to any other property of the Municipality which may occur during the hiring period of the hall.
- (7.2) The Municipality will not be responsible or liable for damages to nor for the loss of any property, article or thing placed in or left in the hall by the 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.
- (7.3) The Municipality 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, appliance, sound system or lighting facility in the hall.

(8) Indemnity

The hirer and any other person using a hall of the Municipality on the day of the event for which it was hired for the specified purpose, shall do so at own risk and the hirer, by occupation of the hired hall, thereby indemnifies the Municipality, its members, employees or agents, whether in personal or official capacity, against liability for all claims from whichever nature in respect of any patrimonial loss, consequential damages, injuries, or personal prejudice that any person, whether natural or fictitious, using such hall may suffer or sustain in connection with or resulting from the aforementioned use of the hall in question.

(9) Inspection of the hall and its contents

- (9.1) After each period of hire, the Municipality and the hirer shall inspect the hall to ascertain whether any damages have been caused to the hall or its contents.
- (9.2) After each period of hire, the tables and chairs (available) shall be checked and counted by the Municipality in the presence of the hirer or his nominee.
- (9.3) Any duly authorised official of the Municipality or any law enforcement officer of the Municipality may enter the hired hall at any time for purposes of inspection to ensure that the hirer is adhering to the provisions of this policy.

(10) Preview of proposed exhibition, performance, entertainment or film show

(10.1) In order to determine whether a proposed exhibition, performance, entertainment, film show or other exhibition to be conducted in the hall is desirable for public exhibition, the Municipality reserves the right to demand a preview for councillors, officials and such other persons as the Municipality may consider necessary, before the commencement thereof.

(10.2) If such demanded preview is not granted by the hirer, or if the Municipality decides after the preview, for sufficient and valid reasons, to cancel the proposed exhibition, performance, entertainment, film show or other exhibition, it shall have the right to cancel this agreement and no compensation, other than the repayment of the rental, if any, shall be payable by the Municipality to the hirer in respect of any loss which the hirer may suffer as a result of such cancellation.

(10.3) The Municipality reserves the right in the case of any exhibition, performance, entertainment, film show or other exhibition which has already been shown or performed and which is considered by the Municipality to be undesirable for public showing or performance, to prohibit any repeat show or performance thereof in the hired hall or any other hall of the Municipality. The Municipality, furthermore, reserves the right to cancel any hall hire agreement for the hire of the hall in all cases where the hall hire agreement was for the purpose of showing and performing an exhibition, performance, entertainment, film show or other exhibition prohibited by the Municipality. No compensation other than the repayment of the rental shall be payable by the Municipality to the hirer in respect of any loss which he/she/it may suffer as a result of such cancellation.

(10.4) Should the hirer use the hall for a film or slide show, such hirer shall appoint qualified and skilled operators for this purpose at own cost.

(11) Breach

In the event of a breach of or non-compliance with any of the provisions of the hall hire agreement or this policy, the Municipality may cancel this hall hire agreement forthwith and no compensation shall be payable to the hirer for any loss which may be sustained as a result of such cancellation.

(12) Lease of hall furniture including tables and chairs

The Municipality may, in its sole discretion and upon application lodged with the Municipal Manager, hire any hall furniture including tables and chairs not immediately required to any third party for use at a separate venue subject to the following conditions:

- (a) the hirer being provided with a full inventory of such tables, chairs and details of the condition thereof before taking occupation of such items;
- (b) the hirer in writing acknowledging receipt of such inventory;
- (c) the hirer paying the prescribed fees (including a deposit) to the Municipality before taking occupation of the items;
- (d) the hirer undertaking to pay to the Municipality the full replacement value of each item hired to him/her/it in the event of theft, destruction, damage or loss of such items and authorizing the Municipality to defray the cost of any item lost through any of the foregoing events from such deposit in the first instance;
- (e) the hirer being responsible for the transport of the hired items from the hall where they are in use and returning such items to such hall not later than 10h00 on the day following the day of use thereof;
- (f) the hirer not being entitled to sub-let the items hired from the Municipality to any other party.

(13) Obstruction of employees

In the event of the hirer or any person under the control of the hirer:

- (a) hindering, obstructing or interfering with an authorised employee of the Municipality in the performance of any of the duties assigned to such employee in terms of this policy ; or
- (b) refusing to give such information as the said employee may reasonably require; or
- (c) giving such employee information, which to his/ her/ its knowledge is false or misleading; or
- (d) preventing or obstructing such employee in any manner whatsoever to obtain free and unobstructed entrance to the hall during the period of the hire-

the Municipality shall have the right to cancel the hall hire agreement forthwith without payment of compensation of any nature whatsoever to the hirer.

(14) Municipal Manager responsible

In terms of section 63 of the Municipal Finance Management Act, 2003 the Municipal Manager as accounting officer of the Municipality is responsible for the management of the assets of the municipality including the safeguarding and the maintenance thereof and, as such, he/she shall take all reasonable steps to ensure that the municipality has and maintains a system of internal control over such assets including a prescribed assets register.

Municipal halls and the contents thereof are considered important municipal assets and the implementation of this policy is accordingly entrusted to the Municipal Manager.

(15) Review of the policy

This policy shall be reviewed as and when it is required that the policy be reviewed.

<p style="text-align: center;">RICHTERSVELD MUNICIPALITY</p> <p style="text-align: center;">HUUR VAN SALE BELEID</p> <p style="text-align: center;">TASK JOB EVALUATION POLICY</p>
<p style="text-align: center;">TASK JOB EVALUATION POLICY</p>

Approved Date: 31 MAY 2023	Council Resolution Nr: RVM015/05/2023
Effective Date: 01 JULY 2023	Review Date: 30 JUNE 2024

Notwithstanding the review date herein, this policy shall remain effective until such time approved otherwise by Council and may be reviewed on an earlier date if necessary.

Why have a policy?

The purpose of this policy is to provide a standard for Task Job Evaluations for all employees.