



## CONDITIONS OF HIRE OF MUNICIPAL FACILITIES / PROPERTY

DEFINITIONS	
In these conditions for the letting and the hire of a Municipality facility, unless the context indicates otherwise:	
<b>“The Council”</b>	shall mean the Council of the City of Cape Town or a duly delegated committee, councillor or employee thereof
<b>“The Lessor”</b>	shall mean the City of Cape Town municipality
<b>“The Lessee”</b>	shall mean the person or organisation hiring the Municipal facility
<b>“Municipal Facility”</b>	shall mean a hall, stadia and ancillary buildings and premises owned by the City of Cape Town
<b>“Structures”</b>	shall mean constructed movable and immovable objects other than buildings including but not limited to tents, stands and podiums
<b>“Council official”</b>	shall mean an employee or contractor of the City of Cape Town or any person lawfully appointed by them to act on their behalf
<b>“Premises”</b>	shall mean the erf on which the facility is situated together with any other buildings or structures thereon

**The FACILITY/PROPERTY hired is owned by the City of Cape Town.**

### 1. BOOKINGS

Municipal facilities may be booked at the discretion of the Council provided that the relevant tariffs approved by the Council are paid within 14 (fourteen) days of the date that the provisional booking was made. Failure to make payment within the stipulated 14 (fourteen) days will result in the provisional booking being automatically cancelled. All payments, including deposits are to be made at the prescribed booking venues during normal office hours.

### 2. BOOKING TRANSFERS

An administration fee equivalent to 10% of the tariff applicable to a booking will be levied for every transfer of a booking provided that written notice of intention to transfer is given on or before the 14<sup>th</sup> day prior to the date originally reserved and the hall being available on the new date requested.

### 3. TIME EXTENSION BEYOND RECORDED IN ORIGINAL BOOKING

In the event of the Lessee requiring an extension of the total time for which the Municipal facility/property is reserved, the Lessee or his/her representative shall be required to complete the prescribed form in the space provided (and initial same) in the presence of the Council official in the attendance at the facility/property, which will signify his/her acceptance of additional costs related to such extension. The lessee shall remain liable for any extension of the time exceeding the period of the lease in the event of the Lessee or his/her representative (e.g. caterers, band, musicians, etc) vacating the premises after the reserved period. Any extra time utilised for which no payment was made at the time of the booking will be charged at the normal tariff applicable to the Municipal Facility/Property in question plus 50%.

### 4. LETTING AFTER MIDNIGHT

In the case of a letting which continues after midnight, the tariff to be levied for the period after midnight will be calculated at double the ordinary hourly tariff.

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**5. CANCELLATION OF BOOKING/REFUND OF HIRE CHARGE**

- 5.1. The lessee may cancel the lease agreement/hiring of the municipal facility by written notice not less than 30 (thirty) days prior to the commencement of the hire period, in which case the Lessor shall refund to the Lessee any payments made, less than amount equal to 10% of the tariff paid by the Lessee.
- 5.2. Should the cancellation be received less than 30 days but more than 13 days prior to the commencement of the period of hire, the Lessor shall retain a further 25% of the 90% owing.
- 5.3. Should the cancellation be received less than 13 days prior to the commencement of the period of hire, the Lessee shall receive no refund or the hire charge.
- 5.4. Notwithstanding the abovementioned, should a transferred booking be cancelled, the date of the original booking will be used to determine the amount of refund to which the Lessee is entitled.

**6. DEPOSITS**

Every confirmed booking for the hire of a municipal facility/property shall be accompanied by a deposit of an amount as may be specified by the Council in terms of the tariff schedule. Such deposits will be used to offset the cost of any loss or damage to the property of Council suffered as a result of the Lessee's utilisation of its premises and/or other cost as provided for these conditions. In the event of the deposit being insufficient to cover any extra charges in terms of these conditions an account for the amount will be rendered to the Lessee by the Council. The portion of the deposit remaining after deduction of any amount payable in terms of these conditions shall be returned to the Lessee.  
*Notwithstanding the abovementioned, the Council may withhold the deposit if Lessee were in arrears with their property service charges.*

**7. REFUSAL OF APPLICATION TO HIRE**

The Council reserves the right to refuse an application to hire any Municipal facility/property in which case the applicant will be entitled to request written reason for such refusal.

**8. PURPOSES FOR WHICH PREMISE ARE HIRED**

The premises shall be used exclusively for the purpose as set out in the application form. Any substantial change in the use of the premises is subject to the prior approval of the Council. In the event of the Lessee deviating substantially from the purpose for which the Council facility/property was hired, without prior approval of the Council, the Council shall have the right to cancel the booking forthwith and the Lessee will have no recourse to recover consequential damage suffered.

**9. PROVISION OF FALSE INFORMATION ON APPLICATION FORM**

If during a function it becomes apparent that the Lessee has made a false declaration on the application form concerning the purpose for which the premise will be used, the Council shall have the right to hold the Lessee responsible for the payment of the tariff appropriate to such use or alternatively to cancel the booking forthwith and to retain any rental paid as liquidated damages.

**10. HANDING OVER BEFORE AND TAKING OVER AFTER HIRING**

Before the commencement of a lease period the premises are to be inspected by the Council official in charge of the facility/property together with the Lessee or his/her representatives. A record of any defect or damage in the facility/property shall then and there be made on the deposit release form. Immediately after the letting a further inspection is to be made by the abovementioned persons who shall then and there record any damages occurred during the course of the hiring on the deposit release form. This form must be signed and dated by the Council official in charge of the facility/property and the Lessee or his/her representative. The Lessee shall remain liable for any damage which occurred during the lease period even in instances where the Lessee or his/her representative refuses to accompany the official in charge on inspection of any damage to the premises/equipment upon conclusion of the function/event.

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## BREACH OF CONDITION OF HIRE

The non-fulfilment or breach of any of these conditions by the Lessee or his/her representative shall entitle the Council to cancel the lease agreement to the premises forthwith. Such cancellation shall be conveyed to the Lessee in writing. In such event all amounts paid by the Lessee shall be forfeited. In addition, the Council strictly reserves the right to claim damages suffered as a result of the breach and/or cancellation from the Lessee.

### 11. CANCELLATION OF LEASE AGREEMENT/BOOKING/HIRING

The Council reserves the right to cancel any lease of any Municipal facility/property by giving 48 (forty-eight) hours prior written notice should the premises have become unfit for the purpose for which they were hired or the relevant premises being required for a function endorsed by the Executive Mayor. In this event no liability for expenses incurred by the Lessee will be attached to the Council.

### 12. INDEMNIFICATION

The Council shall not be liable for any loss or damage the Lessee may incur as a consequence of any defect or neglect caused or arising in any way from the hire of the hall and the Lessee hereby indemnifies the Council against any costs, damages and expenses which may be levied or made against the Council or which the Council may sustain or incur by reason of any injury or damage to persons, or property of any persons arising directly or indirectly out of the Lessee's occupation at or use of the facility/premises and the Lessee further indemnifies the Council and keeps the Council indemnified against all costs, damages and expenses which may be suffered by the Council as a result of any damage of whatsoever nature caused to the hall arising directly or indirectly out of the Lessee's occupation at or use of the Municipal facility/property.

### 13. TARIFFS

13.1. All charges relevant to the hire of a Municipal facility/property are payable in advance.

13.2. No seating may be sold, booked or reserved, and no tickets may be distributed or any public announcement made in connection with the purpose for which the Municipal facility/property is hired until payment for the hire of the hall is made in full and an official receipt has been issued and the booking has been confirmed.

### 14. SUBLETTING

The Lessee shall not sublet the Municipal facility/property under any circumstances.

### 15. DOMICILIUM

The Lessee's domicillium citandi at executandi shall be the place stated as the address on the Permit for the hire of the Municipal facility/property issued relevant to the specific booking.

### 16. RIGHT OF ENTRY

Council officials shall be entitled to enter premises at all reasonable times to inspect same for any reason or to carry out work which it considers necessary for the preservation or repair of the premises.

### 17. COPYRIGHT

For the purpose of this clause "work" shall mean a work as contemplated in section 2 of the Copyright Act No 98 of 1978.

The Council does not in terms of this Agreement give the Lessee any rights of whatsoever nature to any work including, but not limited to, literary works, musical works and artistic works. It is at all times the sole responsibility of the Lessee to obtain the performing rights or the consent of the owner of any copyrights to such extent as may be required by law.

The Lessee shall ensure that the reproduction in any manner or form of any work does not infringe upon or violate any copyright of any third party.

The Lessee hereby specifically indemnifies the Council against all claims for damages which may be made against the Council by reason of any infringement upon or violation of copyright of any third party by the Lessee and/or any persons he/she permits onto the premises.

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**18. LEGISLATION**

The Lessee must comply with any legislation relevant to the use of the premises hired and is responsible for obtaining any permits and/or authorisations required to conduct the activity for which the premises have been hired.

The Council shall not be accountable for any damage suffered or costs incurred by the Lessee related to obtaining permits and/or authorisations required and does not in any way guarantee that the premises are in fact suited to the types of activities the Lessee intends to conduct during the lease period nor that any permits and/or authorisations will be granted.

**19. USE OF COUNCIL GROUND AND AREAS SURROUNDING PREMISES**

No structure or activities whatsoever on Council property surrounding the premises will be allowed without the express written permission of the authorised official. Any reinstatement costs arising from damages caused by any structures or activities will be for the account of the Lessee and will be deducted from the deposit made and if this amount is insufficient any further amounts will be recovered from the Lessee.

**20. COST OF TRANSPORT**

In the case of letting where at the conclusion thereof public transport has ceased to operate on any part of the journey between the Council facility/property hired and the place of residence of the Council employee on duty, the Lessee shall be liable for the cost of transporting the employee from the Council facility/property to his/her place of residence by Council transport. Any such cost shall be deducted from the deposit made provided documented proof of such costs is presented to the Council.

**21. NUMBER OF PERSONS PERMITTED**

- 21.1. It is the Lessee's responsibility to ensure that the maximum number of people permitted to be present on the leased premises at any one time does not exceed the set limit reflected in the annexure to these conditions. The limit is for public safety purposes and intended to allow effective evacuation of the premises under fire and/or emergency situations
- 21.2. The Lessee shall not allow any person to congregate in the passages, aisles or doorways of the premises. Furthermore, he/she shall not allow any furnishing or other object to obstruct any emergency escape route.
- 21.3. Should the Lessee fail to maintain the number of persons on the premises to a number equal to or less than the maximum permitted number, the Lessee will be held liable for any injuries or claims resulting from the overcrowding of the premises. In the event of such failure to comply with maximum permitted numbers by a Lessee, the Council may in future refuse to lease similar municipal premises to such Lessee.

**22. SUPERVISION AND CONTROL**

It is the Lessee's duty to ensure that proper order is maintained at the hired premises for the duration of the lease period and must ensure acceptable behaviour in respect of all persons entering or using the premises during such period. The Lessee is furthermore responsible for taking all reasonable steps to prevent damage to the property by any persons and shall remove persons guilty of improper behaviour from the premises and in this connection instructions given by the Council official in charge and/or members of the South African Police Services and/or the Council's law enforcement agencies must be obeyed by the Lessee.

**23. NOISE CONTROL**

The Lessee shall ensure that any loudspeaker or other device for the reproduction or amplification of sound used is used in such a manner or for such time or in such circumstances that the sound therefrom is not audible beyond the boundaries of such premises and does not materially interfere with the ordinary comfort, convenience, peace and quiet of the occupiers of neighbouring properties. Notwithstanding the lack of specific complaints from neighbouring properties the Lessee shall also at all times comply with the requirements of the Noise Control Regulations (PN 627/1998) and shall be obliged to forthwith carry out any instruction of the Council official in this regard.

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**24. SECURITY ARRANGEMENTS**

If, in the opinion of the Council, it is considered advisable that security provision should be arranged by the Lessee on the occasion for which the premises are hired, the Lessee shall at his/her own expense arrange for the attendance of such a number of security officers as may, in the opinion of the authorised official, be sufficient to ensure the maintenance of order on such occasion. Should the authorised officer not be satisfied, before the commencement of the function or event for which the premises have been hired, with the security arrangements, the Council shall be entitled to cancel the booking made and to forthwith prohibit the use of the premises and to secure the premises.

**25. EVACUATION OF PREMISES**

It shall be the responsibility of the Lessee to arrange for the evacuation of persons from the premises in the event of fire, bomb threat or any other emergency situation.

**26. EXIT SIGNS**

The emergency exit signs in the premises must remain illuminated for the duration of the tenancy. The Lessee will be held responsible for ensuring that all escape doors are kept free from obstruction and are in no way secured by means other than the fitted strike lock.

**27. CHAIRS AND TABLES**

The hire of the municipal facility/property shall entitle the Lessee to make reasonable use of all tables and chairs therein. It must be noted that the layout of the tables/chairs by the Council employees is voluntary and cannot be insisted upon by the Lessee as a condition of the lease.

**28. REMOVAL OF FURNITURE AND FITTINGS**

The Lessee shall be responsible for any damage or loss of any description to the premises, the furniture and fittings, of the Council, where such damage or loss has occurred during the period of the letting and by persons under the control of the Lessee.

**29. REMOVAL OF THE LESSEE'S FURNITURE AND FITTINGS**

At the conclusion of each hiring period the premises shall be handed over to the Council and all furniture, fittings, decorations and other articles introduced by the Lessee shall have been removed by such Lessee at his/her expense. Should the Lessee fail to remove such items and the cost of removal will form a charge against the deposit made. Should such property not be redeemed within 60 (sixty) days after written notice to that effect has been given to the Lessee by the Council, such property may be sold by the Council and the proceeds of such a sale used to defray and related costs. Should there be any monies remaining thereafter it shall be refunded to the Lessee.

**30. DECORATIONS**

Any form of decoration (including banners) must be of a free standing nature and made of non-flammable material. Under no circumstances is any decoration to obstruct fire escape doors or firefighting equipment installed on the premises, or conceal any emergency exit signs or other signage displayed in accordance to any law, nor any decorations be attached to any part of the building in any way whatsoever.

**31. KITCHEN EQUIPMENT**

- 31.1. The hire of the Council facility/premises/property shall entitle the Lessee to make reasonable use of all the kitchen equipment therein such kitchens may not be utilised for cooking of foodstuffs other than for the reheating of pre-prepared dishes.
- 31.2. The Council does not warrant the suitability of the kitchen equipment for any catering purposes and use thereof shall be at the risk of the Lessee.
- 31.3. Should there be any electrical problems related to the kitchen and/or appliances therein this shall be reported to the Council official in charge of the building and any electrical repairs will be carried out by the Council's approved contractor or under the supervision of such contractor.

**32. CLEANING**

- 32.1. The Lessee shall be responsible for cleaning the premises and instating them to a condition in which the premises were originally handed over and such reinstatement shall specifically comply with the provisions of Annexure "A" hereto.

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- 32.2. All cleaning and reinstatement shall be performed within the reserved lease time and the applicable tariff will also apply for any portion of the lease used for cleaning and/or set-up purposes.
- 32.3. Should the premises not be cleaned to the satisfaction of the Council official in charge of the building he/she will cause the further cleaning to be done and the actual cost thereof will be deducted from the deposit paid, if such deposit has been depleted. The Lessee will be held responsible for such costs and an account generated for such purposes.

**33. PREPARATION AND STORAGE OF FOODSTUFFS**

The preparation and storage of foodstuffs and the placing of cooking utensils in the cloakrooms and/or toilets is strictly prohibited.

**34. NO SMOKING IN MUNICIPAL FACILITIES/PREMISES/PROPERTY**

The Lessee shall ensure that no persons smoke on the premises during the lease period, unless in compliance with specific signage permitting smoking, and at all times adhere to the provisions of the Tobacco Products Control Act, if applicable. For purposes of the aforementioned Act the Lessee will be deemed to be in control of the premises for the duration of the lease period.

**35. USE OF OPEN FLAMES**

The utilisation of open flames in the premises during performances, shows, exhibitions or demonstrations is only permissible with the prior approval of the Council, which approval may be subject to certain conditions.

**36. SALE OF LIQUOR**

The sale of intoxicating liquor at the hired premises shall only be undertaken with the prior written approval and authorisation of the relevant authorities.

**37. GENERAL**

- 37.1. The Council does not guarantee that the premises will at times of occupation be in an identical condition to that at the time of confirmed booking as routine maintenance and upgrading may result in a change of colour schemes and/or movable items on the premises and the Council shall not be responsible for any wasted costs related to such changes
- 37.2. In the event of the premises being destroyed or becoming unsafe or unsuitable for the use because of an act of God, damage by fire, act of terrorism or other incident prior to the commencement of the lease period, the Lessee shall have no claim for damages whether direct or indirect from the Council. In such event the Council will refund any monies paid by the Lessee in respect of the relevant lease unless it is able to provide another suitable Council owned premises as substitute.
- 37.3. Any supplementary electrical requirements of the Lessee will be subject to prior written consent from the Council, which consent may be subject to conditions
- 37.4. The introduction of supplementary equipment and/or furnishings onto the premises by the Lessee shall not affect any limitations on use and occupation of the facility as detailed in the annexure hereto.

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## ANNEXURE A

Clause 33 of the Conditions of hire of Municipal facilities/premises/property refers.

After your function the following must be complied with when cleaning the facility:

ITEM	CONDITION
Municipal facility/premises	Must be left in same condition as was found in. Bins will be provided.
Tables and chairs	Must be placed in the middle of the facility as found in.
Foyers	Must be left in the same condition as found in.
Kitchen and kitchen foyer	Floors to be swept. Bins will be provided. Must be left in condition as found in.
Decorations and hired items including tables and chairs	To be removed directly after each function.
Late evacuation of premises	Should the premises be evacuated after expiry of the booking time further fees as described in the Conditions of hire of Municipal facility/premises will be charged

### 1. OFFICE

- 1.1. Before commencing with or giving effect to any improvements the Lessee must first submit the relevant plans and specifications for such improvements to the Lessor for approval. Subject to approval all improvements will be at the cost of the Lessee. At the end of the rental period the lessee will provide the rented space back to the City in the same order it was found as on the handover date.
- 1.2. The Lessee must obtain written consent from the Lessor before any construction of the planned improvements may take place.
- 1.3. The Council's officials will be entitled to full rights of access to the Property and hired area in order to inspect, maintain, renew, repair, construct, re-construct, install and / or re-install any Municipal services.
- 1.4. The Lessee will ensure that all activities which may take place on the Hired area comply in all respects with the provisions of the Occupational Health and Safety Act No.85 of 1993, as amended from time to time and the regulations issued in terms of this Act.
- 1.5. The Lessee shall be responsible for the installation and the maintenance of all IT equipment in the hired area – providing that he/she have submitted the plans for prior approval to the Lessor.

### 2. EVENTS

- 2.1 The Lessee shall comply with all rules and regulations pertaining to any event happening at the City Hall or Grand Parade.
- 2.2 The Lessee will not be allowed to entertain any spectators for these events on the hired premises unless the correct processes have been followed with the Event Organiser.