

MSUKALIGWA MUNICIPALITY

BY LAW

TOWN HALLS

In terms of section 156 of the Constitution of the Republic of South Africa the Msukaligwa Municipality has adopted the Town Halls by law, per resolution LM 1512/02/04

PART 1

Definitions

1. In this by-law, unless the context otherwise indicates -

“bazaar” means any public function arranged, conducted or managed solely or together with any other occasion, by a religious institution or an acknowledged political party or an organisation, institution, association or club which -

- (a) promotes the public health including the nursing of the sick;
- (b) is registered as a welfare organisation;
- (c) promotes education, science or literature;
- (d) promotes sport and recreation;
- (e) promotes art and culture including music, opera and drama;
- (f) acts in the interest of youth or promotes child welfare;
- (g) promotes the safety and defence of the public.

With the object of collecting funds from the public, by way of games, competitions, the sale of good which were collected for that purpose, and the provision of refreshments; Provided that an institution, organisation or club, of which any person concerned with the administration thereof or whose property it is, obtains any profit or gain, shall not be included in this definition;

“caretaker” means the officer of the council in charge of the supervision of the civic centre and community halls or the person acting in his stead;

“civic centre” means the building erected on Erf 1927, Ermelo, which are vested in the council and are under its control;

“council” means the Msukaligwa Municipality and includes the Executive Committee of the Council or any officer employed by the Council acting by virtue of any power vested in the council by this by-law and which were delegated to such officer.

“hall” means any of the halls vested in the Council and are under its control or part thereof, or other accommodation or accessories;

“hirer” means the person who has signed the form of agreement as prescribed in Schedule A hereto for the hire of a hall and if signed on behalf of a club, firm or any other institution, also such club, firm or institution.

DESCRIPTION OF HALLS AND SERVICES FOR HIRE AND ARRANGEMENTS IN CONNECTION THEREWITH

Halls available for hire

2. (1) The various halls that shall be available for hire are as follows, if available:
 - (a) Breyten

The hire of the hall at the Breyten offices shall include the hall space plus the kitchen area.
 - (b) Chrissiesmeer : Hall

The hire of the hall at Chrissiesmeer shall include the hall space.
 - (c) Banquet Hall : Ermelo

Hire of the banquet hall shall include the hall space, stage entrance hall, the adjoining part of the kitchen, storage space, service bar including liquor store, scullery and cloak room, excluding lecture halls.
 - (d) Town Hall : Ermelo

Hire of the town hall shall include the entrance hall, foyer, storage place, the adjoining part of the bar, main hall, stage and dressing rooms, excluding lecture halls.
 - (e) Vestibule : Ermelo

Hire of the vestibule shall include the vestibule, foyer and coffee bar; Provided that the vestibule shall only be available for single use if it is not required by the hirer of the hall, mentioned in paragraph (c) or (d);
 - (f) Kwadela Community Hall

The hire of the community hall shall include the hall space.
 - (g) Kwazanele Community Hall

The hire of the community hall shall include the hall space.

(h) Lothair Community Hall

The hire of the community hall at Lothair shall include the hall space.

(i) Sheepmoor Community Hall

The hire of the community hall at Sheepmoor shall include the hall space and kitchen area.

(j) Thuthukani Trust Hall

The hire of Thuthukani Trust Hall shall include the hall space and storage space.

(k) Community Hall : Wesselton

The hire of the community hall shall include the hall space, stage and dressing rooms.

(l) Wesselton and Cassim Park Community Centre

Hire of the community centre shall include the entrance hall, foyer, storage place, the kitchen, main hall, stage and dressing rooms.

(m) Other halls

The hire of any other hall depends on the availability of the halls and Council officials in control of these halls will indicate the space available for renting. These halls include halls at the sport stadiums.

(2) Provided that where alcoholic drink is sold during the use of any hall mentioned in subparagraph (1) inclusive, the hirer shall subject to the provisions of section 12 and in addition to the tariff for the hire of the hall concerned, be assessed for bar rights at the tariff prescribed in Schedule B hereto.

(3) The hirer shall not use any other part of the building, except the hall, which he hires, and he shall be responsible for ensuring that no person admitted by him to the hired hall or any of his employees or helpers shall enter or move about in any unauthorised part of the building.

(4) No religious denomination, whoever the hirer may be, or shall use any of the halls mentioned in subsection (1) on more than seven days in any period of 12 months for religious or other spiritual purposes; Provided that no person in his private capacity may use any of these halls for religious or spiritual purposes without the consent of the Council.

(5) No hall shall be let on Christmas Day, or Good Friday or Workers Day save for church and remembrance services.

(6) Without the special consent of the Council and subject to the provisions of subsection 2.4 no hall shall be let on a continuous period of more than 14 days to any person, body or institution.

(7) Without the special consent of the Council, no hall shall be let to any person, body or institution for more than seven separate days in any calendar month.

(8) No photos shall be taken in any hall without the written consent of the Municipal Manager.

Letting of Halls

3. (1) The Council reserves the absolute right to refuse to let a hall and also to cancel any engagement for any of the following reasons:

(a) The entertainment or purpose for which the hall is required must not be undesirable, or in any other respect contrary to public morals, interest or decency. No strip teases of any kind shall be allowed.

(b) If the hall is required for purposes which in the opinion of the Council should take precedence, in which case the Council shall not be liable for any expense incurred or loss or damage suffered by the hirer, save that the Council shall refund any charges paid by the hirer to the Council.

(c) If damage may reasonably be expected to result at such function to the building or its furniture.

(2) Any person wishing to hire a hall shall complete an application form as prescribed in Schedule A hereto, and the person by whom such form is signed shall be deemed to be the hirer. Application shall be dealt with in the order in which they are received.

An application to hire a hall shall be submitted at least fourteen days prior to the date on which the use thereof is required; Provided that the Council may consider applications which have not been submitted before the said period of fourteen days, in such circumstances as the Council may deem fair and reasonable.

(3) The charges for the hire of any hall shall be as determined from time-to-time by the Council and the hire of any hall shall include the usual cost of cleansing, overtime, seating, lighting and the usual services of the caretaker. No hall shall be booked or reserved unless payment of the prescribed charge is made in advance and no public announcement shall be done until such booking and reservation have been completed. If the prescribed charge is not paid as stipulated herein, the Council shall have the right to refuse to open the doors of the hired hall and to allow any person admission thereto.

(4) The application for reservation shall be accompanied by payment in full of the prescribed charge. No reservation shall be made more than six months in advance without the permission of the Municipal Manager.

(5) If the hirer cancels the booking or fails to use the hall concerned, he shall forfeit all moneys paid by him to the council in respect of the hire charge, except where the council re-lets the hall concerned for the time and date for which it was reserved or let to the hirer, in which event he shall only forfeit the amount, if any, by which the charge paid by him exceeds the amount received by the council for such re-letting.

(6) The Council may, where it and any other hirer will not be prejudiced and for good and sufficient reasons, allow transfers of booked dates in respect of any hall or transfers of bookings between various halls at the charge applicable to such halls, without any penalty; Provided that the hirer shall inform the council accordingly in writing on or before the fourteenth day preceding the date on which the hire commences.

(7) Hirers who require the use of any hall for rehearsals shall indicate this on the application for the use of the hall and pay for it according to the prescribed tariff. The fabrication or painting of stage settings or décor in any part of the hall shall not be allowed.

(8) Tariffs set out in Schedule B hereto, shall apply to the institutions and functions mentioned herein, and may from time-to-time be amended by the Council, notwithstanding the tariffs in Schedule B, it will be expected that when overtime are worked by Council officials, the hirer will bear such costs.

Standby Service

4. (1) Where, in the opinion of Council's Fire Department, the nature of a function or assemblage in any hall renders it desirable for a fireman or firemen to be present, such attendance shall be compulsory, and the charge per fireman for such attendance shall be as fixed by the Council from time-to-time in its Fire Brigade By-Laws and be payable by the hirer.

(2) Where, in the opinion of the Council, it is deemed advisable that the hirer should take the precaution of having members of the South African Police present at the occasion for which the particular hall is let, the hirer shall at his own cost, make arrangements for the presence of a sufficient number of members of the South African Police to ensure the maintenance of order at such an occasion. The hirer shall provide satisfactory proof that such arrangements have been made, in the absence of which the council shall have the right to refuse to open the doors of the hired hall or to admit any person thereto.

Application of Tariff

5. In the event of any dispute or doubt arising as to the tariff that applies to any particular class of function for which any hall or equipment or services are hired, the Council's decision shall be final.

Right of Admission

6. (1) Subject to the provisions of subsection (2), the hirer shall have the right to reserve admission to the hall hired by him and shall be held responsible for the due observance and carrying out of the following provisions:
 - (a) No person shall be admitted to the hired hall or, having gained admission, be permitted to remain herein if he is intoxicated or behaves in an improper manner or is unsuitably clad.
 - (b) No person who has not been invited to the function or who has not paid for admission to the function for the purposes, for which the hall has been hired, shall be supplied with intoxicating liquor or other refreshment by the hirer's caterer.
 - (c) No person shall be permitted to dance in any hired hall unless properly shod for dancing to prevent damage to the floor surface.
 - (d) No hall shall be overcrowded and the number of persons allowed in the hall shall be limited to the seating accommodation available. Persons shall not be allowed to congregate in the passages, aisles or doorways of the hired hall. As soon as the available seating accommodations are occupied, the hirer shall prohibit the admittance of any person in order to prevent exceeding such seating capacity.
 - (e) The right shall be reserved for the Municipal Manager, Director Corporate Service, Head of fire section, Director Public Safety, Caretaker or any other duly appointed person of the Council to enter the hired hall at any time for official purposes.

Preparation, Clearing and Cleaning of Hall

7. (1) The hirer shall furnish full particulars of seating accommodation, furniture, services and facilities required in addition to those mentioned in section 3(3), refreshment equipment, crockery and cutlery, if available, to the caretaker before 12:00 of the day preceding the day for which the hall is hired. Such services and facilities, refreshment equipment, crockery and cutlery shall be available for hire at the charge fixed by the Council from time-to-time. If refreshment equipment, crockery or cutlery is hired from the council, the hirer shall ensure that such refreshment equipment, crockery or cutlery is returned in a clean and satisfactory state and shall compensate the council for any loss or damage suffered or caused in respect thereof.
- (2) The Council shall not be obliged to supply any additional labour, facilities or services. If the purpose of the hire is in any event of such a nature that it requires the provision of any additional labour, facilities or services and if it could be provided, such additional labour or supplies, facilities or services may be provided at the fixed tariff.

(3) (A) The hirer shall ensure that the hall is cleared and that all goods and articles not belonging to the Council, are removed from the building before 09:00 of the morning following the termination of the period of hire of the hall, without disrupting any subsequent reservation.

(b) If the hirer fails to comply with the provisions of paragraph (a) the caretaker shall have the right to remove such articles at the cost of the hirer; Provided that where the hirer fails to remove such goods or articles within 7 days after having been requested thereto by the council in writing by registered post, the council shall be entitled to sell such goods or articles at a public auction and the proceeds shall be deposited in the council's revenue fund. Provided further that the council shall give at least 7 days notice of such auction by the publishing of a notice in a bilingual newspaper in circulation in Ermelo.

(c) If, in the opinion of the Council, the purpose for which the hall is hired, is such that special cleaning services must be undertaken, the hirer shall in addition to the amount payable in terms of these by-laws, pay an amount which in the opinion of the Council will be sufficient to cover the additional costs.

(4) The hirer may stay at the halls throughout the night if such booking has been made in advance.

Electrical Apparatus

8. (1) All electrical lighting and apparatus shall be controlled by an officer of the council in respect of which an amount as fixed by the council from time-to-time shall be paid by the hirer and no stove, cooking or warming apparatus of any nature whatsoever shall be used in the hall, except those supplied or approved of by the Council.

(2) The preparation or storing of food and the placing of cooking apparatus in any hall or other room, except the kitchen, is prohibited.

(3) No unprotected lights, flicker lights or additional lighting of whatever nature may be used without the consent of the Council's electrical engineer; Provided that if such consent is given, a fireman or an electrician, or both, shall be present in respect of whom an amount as fixed by the council from time-to-time shall be paid by the hirer.

Furniture

9. No furniture or article of whatever nature, being the property of the Council, shall be moved or removed from any hall, except under the direct supervision of and with the prior consent of the caretaker.

Piano's

10. (1) Under no circumstances and without the explicit consent of the Council, shall the piano's of the Council be removed from their existing places and if it is necessary to remove a piano from the stage or to have a piano tuned, the hirer shall, after obtaining the Council's consent thereto, arrange with the Council's contractors to have it done and pay directly to the contractors the cost of removal and replacement, and also for

the tuning; Provided that the Council's grand piano shall only be available for concert purposes and shall under no circumstances be removed from the stage.

(2) No piano, except those belonging to the Council, shall without the Council's consent be brought to and used in the hired hall.

Décor on Stage

11. No décor, furniture, fittings, apparatus, equipment or property of whatever nature shall be brought on stage by the hirer without consent of the Council.

Refreshment Arrangements and the Sale of Alcoholic or Other Liquor

12. (1) the Council shall not be obliged to furnish means of or storage place for goods, liquor or other property of the hirer, his guests, supporters, servants or agents before, during or after the holding of the function for which the hall is hired.

(2) The hirer is fully responsible for all refreshment undertaking arrangements in or around the hired hall, and shall ensure that the refreshment caterers at all times keep the hall clean, neat and free of dirt.

(3) No bar for the sale of alcoholic or other liquor shall be conducted at any function, except under the control of a holder of a liquor license for the sale of such liquor, in which case the hirer shall make all arrangements and provide for the necessary liquor license and shall also comply with all laws and regulations in respect of the sale of liquor.

Admission of Public and Sale of Tickets

13. The hirer shall be responsible for all arrangements in connection with the admission of the public, the provision of ushers, police and such personnel as may be necessary to control the admission, presence and conduct of persons and the sale of tickets.

Display of Posters or Flags

14. (1) No outside posters, notices, decorations, flags, pictures or advertisement shall be allowed on any part of the Council's premises without prior written consent of the council and subject to such conditions as the Council may impose.

(2) No interior decorations of any nature except flower decorations on the stage or tables shall be allowed in the hall without the consent of the Council, and no nails, drawing pins, clamps or screws shall be driven or screwed into the walls or fittings or any other part of the hall, and nothing shall be attached thereto by adhesive tape.

Broadcasting

15. The broadcasting of any performance, recital or speech by means of a public address system, loudspeakers or records outside the hire hall, shall not be permitted without the prior consent of the Council.

Sale of Goods

16. Except in the event of bazaars and auctions, and subject to the provisions of section 12(3), the hirer shall not have the right to sell or exhibit with the intention of selling any food, sweets, refreshments or tobacco, cigars, cigarettes or any other goods or trading goods in the hired hall; Provided that auctions shall be permitted only where the persons holding such sales are permitted in terms of applicable legislation.

Responsibility of the Hirer and compliance with Law, Ordinances and Municipal By-Laws

17. (1) the hirer of any hall shall duly comply with the provisions of any act, ordinance or by-law which may be applicable to such hall, including its use, and he shall not permit any contravention thereof.
- (2) If the hirer, in the opinion of the Council, contravenes or permits or causes any person to contravene any provision of these by-laws or any other act, ordinance or by-law applicable to the hired hall, the Council shall have the right to cancel the lease of the hall at any time and no compensation shall be payable by the Council for any loss sustained by the hirer or any other person and no refund of any charges or other amounts paid shall be made to the hirer by the Council as result of such cancellation.

Penalty Clause

18. Any person who contravenes any provision of this by-law or commits any breach thereof or fails or neglects to comply with the provisions thereof commits an offence and shall be liable on conviction to a fine not exceeding R2 000.00 and shall, in addition to the penalties imposed on conviction, compensate the Council for any expense incurred by the Council as result of such contravention by him of any provision of this by-law.

Damage to Council Property

19. (1) The hirer shall be liable for any loss, breakage or other damage of whatever nature to any hall, fittings, fixtures or any other property of the Council, whether inside the hire hall or whether in or to the building during the period for which the hall is hired, and which is caused by the hirer or any person admitted to the hired hall or who attempts to gain admission thereto, whether such person is lawfully in or at the hall or has entered it unlawfully. It shall be presumed that all loss caused by breakage or any other damage sustained, occurred during the period of lease of the hired hall, except if the hirer has drawn the caretaker's attention to such loss, breakage or other damage before the hirer took occupation of the hall.
- (2) The Council may in its discretion require of the hirer to personally pay a deposit or to furnish an approved bank guarantee for an amount not exceeding R10 000.00 to cover any possible damage or loss. Where the damage is greater than the said amount, the hirer shall be liable for such excess and, where necessary, it may be recovered from any other deposit which the hirer has paid in terms of this by-law to the Council for the hire of the hall for the occasion concerned.

(3) After each assembly the caretaker and the hirer or any person authorised by him or on his behalf, shall inspect the hired hall and notice shall immediately be taken of any article which is damaged, lost or missing from the hired hall or of any damage to any part of such hall, and the hirer shall replace or pay for such damage, loss or missing article as well as for any damage to any part of such hall.

The Council not Liable for the Loss

20. (1) The Council shall not accept responsibility or liability whatsoever in respect of any damage or loss to any property, article, or thing of whatever nature, which the hirer or any person who enters the hall or makes use of the equipment in the hired hall, has placed or left in or near the hall, or for the damage or loss to any person or the clothes of such person who enters the hired hall or makes use of the equipment therein; and by the signing of the agreement form as prescribed in Schedule A hereto, the hirer indemnifies the Council against any claim instituted by any person or persons on any ground whatever, and the Council shall also not be responsible for any loss to the hirer in respect of any accident, disruption, fault or defect in respect of any machinery, appliance, lighting, equipment or the installation thereof in the hired hall or in respect of any other machinery, appliance or installation however caused.

(2) Any property of whatever nature, belonging to the hirer or to any other person, which is left in the hall and is not claimed within three months, shall be forfeited to the Council and disposed of as prescribed by the Council; Provided that in the case of empty bottles, bottle containers and other liquid containers, the forfeiture shall occur if such articles are not claimed within 7 days from the date of which the hall was hired.

(3) If simultaneous use is made of two or more halls in the Civic Centre or Community halls, the Council shall under no circumstances whatever the reason is responsible for any noise or nuisance, which may have a disturbing effect on the use of any of the hired halls.

Passages and Notices

21. (1) No person shall obstruct a passage, corridor, step or other entrance or exit by placing a chair or any other obstruction therein, and nobody shall lock, bolt or otherwise fasten a door which is used or provided for public entrance and exit, in such a manner that it cannot be opened immediately without a key or other appliance, or attach or use any adhesive thereon except as prescribed.

(2) No person shall intentionally or maliciously extinguish any light whilst the building is open to the public, and no hirer or occupier shall fail to keep all flights of stairs, passages, porch, lobby and other entrance and exit ways properly lighted.

(3) No person shall intentionally obscure, conceal or efface the notices or signs in the hall.

Cloak Rooms

22. The cloakrooms shall be in the care and custody of the hirer, who shall provide his own attendants and be responsible for any mistake or loss that may occur.

Protective Agents Against Fire or Accidents

23. No hirer or user shall neglect or fail to maintain in proper condition and position, all or any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the hired hall or any passage or corridor giving entrance thereto.

Smoking Prohibited

24. Smoking is strictly prohibited in public places and the hirer shall take care that this prohibitions is applied.

Bioscope and Other Performance

25. (1) In the event of a hall being engaged for a bioscope, animated picture or cinematograph performance, the hirer shall comply with the provisions of the Council's by-laws in force in the municipality relating to such performance and if in the opinion of the Council any performance picture, film or presentation shown, shall be considered to be undesirable for public exhibition, the Council shall have the right to forbid any repetition of such performance, picture, film or presentation or to cancel the agreement with the hirer, as the Council may deem fit, and the hirer shall abide by such decisions and shall not be entitled to any compensation by reason of the Council's action.

(2) The Council shall also have the right before any picture, performance, film or presentation, is shown to the public, to demand a preview, open to all Councillors, of such picture, performance, film or presentation, and in the event of such demand being made, the hirer shall not permit such picture, performance, film or presentation to be shown or exhibited to the public unless and until such preview has been so given and the Council has thereafter assented to the public exhibition of such picture, performance, film or presentation.

(3) A demand by the Municipal Manager shall be deemed to be a demand by the Council within the meaning of this section.

Attendance of Caretaker or person appointed

26. (1) The attendance at any hall by the Caretaker or person appointed by the Municipal Manager, shall be for attending to the Council's interest and his services shall not be at the hirer's disposal, whether for preparation or any other purposes connected with any function.

(2) The Caretaker or a person appointed by the Municipal Manager shall have the right to request any person who is contravening any provision of these by-laws to

remove himself immediately from the hall, and on his failure to do so, may cause such person to be forcibly removed. Any person guilty of an offence is liable on conviction to a fine not exceeding R2 000.00.

Consent of Owner of Copyright shall be required for Performance or Exhibition of any Musical or other works

27. (1) The letting of any hall upon the hirer's application shall not be deemed to convey any sanction by the Council for the performance or exhibition of any musical or other work without the consent of the owner of the copyright thereof in any form including the performing right. The hirer shall be bound to procure the consent of any such owner to such an extent as may lawfully be required, and if so required by the Town Clerk or other officer of the Council, shall produce on demand proof to his satisfaction of the grant of such consent prior to any such performance or exhibition. Failure so to produce such proof shall entitle the Council, unless such work be immediately withdrawn on its demand from such performance or exhibition, summarily to cancel the engagement of the hall so hired and on written notice to that effect the right of the hirer to the use or continued use of the hall, shall at once determine and cease, and the Council may exclude the hirer and his servants or licenses there from and decline to give access thereto, and shall not be liable to restore or refund any rent or hire paid in advance or otherwise for the use of the hall.

(2) The hirer shall indemnify and hold harmless the Council from and against any claim for an injury, damages or otherwise and for the costs including costs between attorney and client, that may be made against it by reason of any infringement by the hirer, and any agent, employee, booking agent or servant of the hirer whilst using the hall, of the copyright in any form of any person or company and in the conduct, including external advertisement and broadcasting, of any performance, work or act therein.

(3) Where programmes of music or works to be performed are printed prior to performance, two copies of such printed programmes shall be handed to the Caretaker by the hirer at the conclusion of such performance, together with a list in duplicate of the encores rendered. Where the printed programmes have not been adhered to the hirer shall make the relevant alteration in writing, to such programmes so as to show the actual music or work performed. Where no programme of music or works to be performed are printed, a complete list in duplicate, of the music or works rendered shall be handed to the Caretaker by the hirer at the conclusion of the performance. Such list shall show the:

- (a) titles of works performed;
- (b) Number of times performed;
- (c) Description thereof;
- (d) Author;
- (e) Composer;
- (f) Arranger; and
- (g) Publisher

Revocation of By-laws

28. All Town Hall by-laws of Breyten, Chrissiesmeer, Davel, Lothair and Ermelo are hereby revoked.
29. This by-law takes effect on the date of publication thereof by proclamation in the Provincial Gazette.

SCHEDULE A

An application form as approved by the Council from time-to-time.

SCHEDULE B
TARIFF OF CHARGES

In the tariff of charges, unless the context otherwise indicates: -

“Morning” means from 07:00 to 11:59

“Afternoons” means from 12:00 to 17:59

“Evening,” means from 18:00 to 24:00

“Late night” means from 24:00 to 07:00

PART I

1. BALLS AND DANCES	TARIFF A	TARIFF B	TARIFF C
(A)(I) During the evening until 24:00	R300.00	R150.00	R 75.00
(ii) During the evening until 01:00 (Saturdays included)	R400.00	R200.00	R100.00
(iii) During late night until 07:00 (Saturdays included)	R800.00	R450.00	R125.00
(b) The charges payable in terms of paragraph (a) shall be subject to a rebate of 25% in respect of functions, which are held in aid of educational or charitable institutions or purposes or amateur sport clubs			
2. DRAMATIC PERFORMANCES, CONCERTS, NATIONAL GAMES AND FOLK DANCING			
(a) PROFESSIONAL GROUPS			
(I) For the first evening	R250.00	R150.00	R 50.00
(ii) For the second and subsequent evenings, per evening	R125.00	R 75.00	R 25.00
(iii) During the afternoon	R150.00	R 75.00	R 25.00
(iv) Late night	R500.00	R400.00	R350.00
(b) LOCAL AMATEUR GROUPS			
(I) For the first evening	R100.00	R 50.00	R 25.00
(ii) For the second and subsequent evenings, per evening	R 50.00	R 25.00	R 15.00
(iii) During the afternoon	R 50.00	R 25.00	R 15.00
(iv) Late nightR	R350.00	R300.00	R250.00
(c) OTHER AMATEUR GROUPS			
(I) For the first evening	R250.00	R150.00	R 50.00
(ii) For the second and subsequent evenings, per evening	R125.00	R 75.00	R 25.00

	TARIFF A	TARIFF B	TARIFF C
(iii) During the afternoon	R150.00	R 75.00	R 25.00
(d) The charge payable in terms of paragraphs (a), (b) and (c) shall be subject to a reduction of 20% in respect of functions held in aid of educational, religious and charitable institutions or purposes			
(e) Folk dancing practises during the evening, per evening	R100.00	R 50.00	R 25.00
3. WEDDING AND OTHER RECEPTIONS, BIRTHDAY PARTIES AND OTHER FAMILY OR HOUSEHOLD ASSEMBLIES			
(a) During the morning or afternoon	R200.00	R100.00	R 50.00
(b) During the evening until 24:00	R300.00	R150.00	R 75.00
(c) During the afternoon and evening until 24:00	R600.00	R450.00	R210.00
(d) During the evening until 01:00 (except Saturdays)	R550.00	R400.00	R200.00
(e) During the afternoon and evening until 01:00 (except Saturdays)	R850.00	R500.00	R350.00
(f) During the late night period	R600.00	R400.00	R200.00
4. BANQUETS AND LUNCHEONS			
(a) During the afternoon	R200.00	R100.00	R 50.00
(b) During the evening	R850.00	R620.00	R400.00
(c) During late night	R1 000.00	R700.00	R500.00
5. BAZAARS			
(A)(I) During the morning or afternoon	R150.00	R100.00	R 50.00
(ii) During the morning and afternoon	R300.00	R150.00	R 75.00
(iii) During the evening	R200.00	R100.00	R 50.00
(iv) During the afternoon and evening	R350.00	R175.00	R 80.00
(v) During the morning, afternoon and evening	R400.00	R200.00	R100.00

- (b) The charge payable in terms of paragraph (a) shall be subject to a reduction of 33 1/3 % in respect of functions held in aid of local educational, religious or charitable institutions or purposes.

6. SHOWS, EXHIBITIONS, FLOWER SHOWS AND MANNEQUIN PARADES

	TARIFF A	TARIFF B	TARIFF C
(A)(I) During the morning or afternoon	R100.00	R 50.00	R 30.00
(ii) During the morning and afternoon	R150.00	R 75.00	R 50.00
(iii) During the evening	R180.00	R 90.00	R 70.00
(iv) During the afternoon and evening	R200.00	R100.00	R100.00
(v) During the morning, afternoon and evening	R250.00	R125.00	R110.00

- (b) The charge payable in terms of paragraph (a) shall be subject to a reduction of 20% if the hall is used for three or more consecutive days.

(c) For a continuous period of at least 24 hours and longer, for each 24 hours or part thereof	R800.00	R600.00	R400.00
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7. SCHOOL CONCERTS, PRIZE-GIVINGS AND EISTEDDFODS

(a) During the morning or afternoon	R100.00	R 50.00	R 25.00
(b) During the morning and afternoon	R200.00	R100.00	R 50.00
(c) During the evening	R300.00	R150.00	R 75.00
(d) During the afternoon and evening	R400.00	R200.00	R100.00
(e) During the morning, afternoon and evening	R500.00	R250.00	R125.00
(f) Late night	R800.00	R600.00	R400.00

8. CHURCH SERVICES AND SACRED CONCERTS

(a) During the morning or afternoon	R100.00	R 50.00	R 30.00
(b) During the evening	R200.00	R100.00	R 50.00
(c) Late night	R800.00	R600.00	R400.00

9. CONFERENCES, CONGRESSES AND SYMPOSIA

(a) During the morning or afternoon	R150.00	R120.00	R 50.00
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(b) During the morning and afternoon	R200.00	R100.00	R 60.00
(c) During the evening	R250.00	R 80.00	R 50.00
(d) During the afternoon and evening	R350.00	R150.00	R 80.00
(e) During the morning, afternoon and evening	R500.00	R250.00	R150.00
(f) During late night	R800.00	R600.00	R400.00
10. PARTY-POLITICAL MEETINGS			
(a) During the morning or afternoon	R150.00	R100.00	R 50.00
(b) During the evening	R250.00	R120.00	R 70.00
(c) During late night	R800.00	R600.00	R400.00
11. BIOSCOPE AND FILM SHOWS			
(a)(i) During the morning or afternoon	R100.00	R100.00	R 50.00
(ii) During the morning and afternoon	R150.00	R150.00	R 50.00
(iii) During the evening	R250.00	R250.00	R150.00
(b) The charges payable in terms of paragraph (a) shall be subject to a reduction of 20% in respect of educational, charitable, religious or sport purposes or institutions			
12. CHRISTMAS TREE FUNCTIONS			
(a) During the morning or afternoon	R250.00	R125.00	R 50.00
(b) During the evening	R300.00	R150.00	R 70.00
13. BOXING AND WRESTLING TOURNAMENTS			
(a) PROFESSIONAL GROUPS			
(i) During the afternoon	R280.00	R240.00	R200.00
(ii) During the evening	R300.00	R250.00	R210.00
(iii) During the afternoon and evening	R500.00	R300.00	R250.00
(b) AMATEUR GROUPS			
(i) During the afternoon	R140.00	R120.00	R100.00
(ii) During the evening	R150.00	R125.00	R105.00
(iii) During the afternoon and evening	R250.00	R150.00	R125.00

14. FUNCTIONS AND OTHER ENTERTAINMENTS NOT SPECIFIED ELSEWHERE

	TARIFF A	TARIFF B	TARIFF C
(a) During the morning or afternoon	R150.00	R100.00	R 80.00
(b) During the morning and afternoon	R400.00	R200.00	R120.00
(c) During the evening	R300.00	R150.00	R 60.00
(d) During the afternoon and evening	R450.00	R350.00	R180.00
(e) During the morning, afternoon and evening	R600.00	R450.00	R200.00
(f) During the late night	R800.00	R600.00	R400.00

15. REHEARSALS

(a) DURING THE MORNING OR AFTERNOON

(i) Professional	R120.00	R 90.00	R 50.00
(ii) Amateur	R100.00	R 80.00	R 30.00
(iii) Educational, religious or charitable institutions	R100.00	R 50.00	R 30.00

(b) DURING THE EVENINGS

(i) Professional	R250.00	R180.00	R100.00
(ii) Amateur	R100.00	R 80.00	R 50.00
(iii) Educational, religious or charitable institutions	R100.00	R 80.00	R 50.00

PART II

ENTRANCE HALL : CIVIC CENTRE

GENERAL PURPOSES

1. During the morning or afternoon	R100.00
2. During the morning and afternoon	R200.00
3. During the evening	R250.00
4. During the afternoon and evening	R350.00
5. During the morning, afternoon and evening	R450.00
6. For a continuous period of at least 24 hours and longer, for each 24 hours or part thereof	R600.00

PART III

LECTURE HALLS

1. LECTURE, CHESS TOURNAMENTS AND NON-POLITICAL MEETINGS

1(a) During the morning and afternoon	R250.00	R125.00	R 50.00
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(b) During the evening	R500.00	R250.00	R100.00
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2. The charges payable in terms of sub item (1) shall be subject to a reduction of 25% in respect of meetings of residents and ratepayers relating to municipal matters or educational or religious affairs.

PART IV

HIRE OF FURNITURE AND EQUIPMENT

A REPAYABLE DEPOSIT IF THERE IS NO DAMAGE

TARIFF A TARIFF B TARIFF C

1. When furniture and equipment are hired to any organisation, the following tariff will be charged:

Tables, per table	R100.00	R100.00	R100.00
Chairs, per chair	R 50.00	R 50.00	R 50.00
Bain-Marie per unit	R500.00	R500.00	R500.00
Vilt per length per occasion	R150.00	R150.00	R150.00

PART V

SPECIAL TARIFF

1. **FREE USE OF HALLS, SPECIAL FACILITIES AND SERVICES**

The use of the halls and the placing at disposal of special facilities and services as defined in these by-laws for-

- (a) any purpose whatsoever by the Council;
- (b) Mayoral receptions;
- (c) Elections and referendums;
- (d) Meetings and proceedings of IMATU (local branch) and SAMWU (local branch)
- (e) Activities by institutions, societies, organisations, associations and clubs in the opinion of the Council, such activities will be in the interest of the Council or the residents of the municipality, and when specially approved by the Council.

Shall be free of charge or at such reduced cost on the tariff in force from time-to-time, which the Council may deem fit: Provided that the concession in terms of paragraphs (d) and (e) shall only apply if the halls concerned are not required for another purpose in respect of which the full tariff is payable, except in such instance where the Council specially resolves that this proviso shall not apply.

2. **BAR RIGHTS (ONLY WHEN ALCOHOLIC LIQUOR IS SOLD)**

TARIFF A TARIFF B TARIFF C

During the duration of any function	R400.00	R250.00	R150.00
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3.	BAR RIGHTS (ONLY WHEN NO ALCOHOLIC LIQUOR IS SOLD)			
	During the duration of any function	R150.00	R 100.00	R 30.00
4.	PREPARATION OF HALLS			
	(1) DURING THE MORNING AND AFTERNOON			
	(a) Balls, dances and professional groups, boxing and wrestling tournaments	R100.00	R 80.00	R 30.00
	(b) Wedding and other receptions, birthday parties and other family or household assemblies, Christmas tree functions, banquets, luncheons, bazaars, shows, exhibitions, flower shows and mannequin parades	R100.00	R 80.00	R 30.00
	(c) Educational, religious or charitable institutions or purposes	R100.00	R 80.00	R 30.00
	(d) All other reservations not specified elsewhere	R120.00	R100.00	R 80.00
5.	DURING THE EVENING			
	(a) Balls, dances and professional groups, boxing and wrestling tournaments	R100.00	R 80.00	R 30.00
	(b) Wedding and other receptions, birthday parties and other family or household assemblies, Christmas tree functions, banquets, luncheons, bazaars, shows, exhibitions, flower shows and mannequin parades	R100.00	R 50.00	R 30.00
		TARIFF A	TARIFF B	TARIFF C
	(c) Educational, religious or charitable institutions purposes	R100.00	R 50.00	R 30.00
	(d) Any other reservation not specified elsewhere	R100.00	R 50.00	R 30.00
6.	DURING LATE NIGHT FOR ANY EVENT	R800.00	R600.00	R400.00

7. **CLEANING OF HALLS ON SUNDAYS AFTER FUNCTIONS**

When the halls are cleaned on Sundays after functions, a deposit is payable with the knowledge that an amount of R50.00 per hour will be deducted from the deposit, to the maximum of the deposit	R800.00	R400.00	R200.00
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8. **HIRE OF KITCHEN**

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|--------------------------------------------------------|---------|---------|---------|
| (1) If a portion of the kitchen is hired with any hall | R300.00 | R200.00 | R100.00 |
| (2) If the kitchen as a whole is hired with any hall | R400.00 | R300.00 | R200.00 |

9. **DEPOSIT**

When a hall is hired for a ball, a dance, a wedding or any other reception, a deposit shall be payable to the Council, which deposit shall be retained by the Council if the said ball, dance, wedding or other reception is not terminated by the time specified on the application form	R1 000.00	R600.00	R400.00
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If event is to take place during late night, additional deposit will be	R500.00	R300.00	R200.00
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No deposit is required by a government institution if such government is prepared to provide an undertaking to be fully liable for any damage caused or allowed to be caused, what so ever and person signing the undertaking provide proof of authority to sign.

10. **REHEARSALS**

During the evening, per evening	R200.00
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11. **PRACTISING OF INDOOR SPORT BY SPORT CLUBS**

Per day	R150.00
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The tariffs mentioned in item 1 shall be per day or part of a day.

PART VI

OVERTIME TARIFF

An overtime tariff will be charged additional to any other fees paid. The use of the halls will at all times be under the supervision of one or more of Council's officials as needed from time-to-time or a person or persons appointed by the Municipal Manager.

Depending on the type of function and denotation of the function, it will be determined which official or person appointed will be on duty. This decision lies with the Municipal Manager and will be communicated on the day the reservation or booking is made.

The tariff applicable will be the actual amount based on the official salary for overtime as prescribed by legislation or as determined by the Municipal Manager if any other person is appointed.

PART VII

TARIFF A

1. Tariff A

Tariff A is applicable to the following halls and services:

- 1.1 Town Hall : Ermelo
- 1.2 Banquet Hall : Ermelo
- 1.3 Vestibule : Ermelo

2. Tariff B

Tariff B is applicable to the following halls and services:

- 2.1 Wesselton and Cassim Park Community Centre
- 2.2 Breyten Hall

3. Tariff C

Tariff C is applicable to the following halls and services:

- 3.1 Community Hall : Wesselton
- 3.2 Thuthukani Trust Hall
- 3.3 Community hall : Kwadela
- 3.4 Community Hall : Kwazanele
- 3.5 Chrissiesmeer Hall
- 3.6 Sheepmoor Community Hall
- 3.7 Lothair Community Hall
- 3.8 Other Halls