

FRANCES BAARD DISTRICT MUNICIPALITY



POLICY ON USE OF LECTURE ROOMS

APPROVED ON 31 MARCH 2010

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1. THE PURPOSE OF THE POLICY

To regulate the utilization of Council lecture rooms for use by organs of state for meetings, workshops and seminars exclusively.

2. SCOPE

Any organs of state renting lecture rooms must agree to the terms and conditions and fees payable pursuant to the Rental Agreement and Council's Tariff Policy.

The Accounting Officer has delegated authority to establish conditions of rent that must be adhered to by all hirers.

The fees and charges to be paid for renting of lecture rooms, equipment and facilities are set out in the Tariff policy.

The rental of lecture rooms is subject to the facility not being utilized by the Council. In the event Council requires the facility at a time booked by an organ of state but not yet confirmed, the use of the facility by Council will take precedence.

3. DEFINITION

(a) 'organ of state' means-

- i. any department of state or administration in the national, provincial or local sphere of government; or
- ii. any other functionary or institution-
 - exercising a power or performing a function in terms of the Constitution or a provincial constitution; or
 - exercising a public power or performing a public function in terms of any legislation,
- iii. but does not include a court or a judicial officer.

4. BOOKINGS

4.1 General

- (a) The use of lecture rooms will be subject to these conditions and to charges for the usage of lecture rooms as determined by the FBDM from time to time.
- (b) All applications for the rent of a lecture room shall be made in writing on the prescribed form, not less than ten (10) working days prior to the function, and shall be dealt with in the order in which they are received, provided that all requirements are complied with.
- (c) Bookings will be confirmed on receipt of full payment
- (d) No advance bookings will be allowed exceeding one month prior to the event.

4.2 Postponements and Cancellation of Reservations

Individuals or organs of state who hire the facilities in advance should give at least five (5) days' written notice of cancellation or postponement in order not to forfeit the hiring amount. An administration cost of 10% of total booking value will be charged for all cancellations.

4.3 Restrictions

- (a) FBDM reserves the right not to rent a facility if the estimated number of participants exceeds the capacity of the facility.
- (b) No unauthorized use of facilities permitted.

5. OPERATING HOURS

5.1 Operating hours

Operating hours will be from Monday to Friday, nine (9) am to four (4) pm. Public holidays will be excluded.

6. TARIFFS

6.1 Payment of Charges

- (a) Payment of the full rental and relevant deposits must be effected at the time of the reservation;
- (b) The period of rent will strictly be in accordance with the contract arrangements for which payment must be made and shall be from the time when the facility is to be opened for any person, including caterers, attending the function, until the time at which the last person leaves the facility.

6.2 Refundable deposit

A refundable deposit of 20% for the use as per the approved tariffs is chargeable which will include the following:

- i. Breakage Deposit: To be deducted should any damage to Council Property occurs.
- ii.

7. EQUIPMENT

7.1 Property of FBDM

No furniture or articles whatsoever belonging to FBDM, shall be taken out of the facility used by the Lessee.

7.2 Inspection of the facility and other Hired Equipment

Before and after every event, the FBDM designated official and the Lessee, together, shall inspect the facility and/or equipment rented to ascertain whether any damage has been caused. In the event of failure to complete the pre- and post function inspection with designated official the inspection report of designated official will be accepted as true and just.

7.3 Electrical Appliances and Cooking Apparatus

All electrical appliances in the facility will be controlled only by an authorised official of the FBDM.

Food may only be prepared in designated areas / rooms as specified per facility (kitchens may only be utilized as preparation kitchens, not for cooking).

7.4 Standby Services

Where in the opinion of FBDM it is deemed advisable that the occasion for which the particular facility is let requires Public Safety officers, the Lessee shall at his own cost make arrangements for the presence of a sufficient number of Public Safety / SAPS members to maintain order at such occasion. The lessee shall provide satisfactory proof of such arrangement, if not FBDM has the right to refuse access to the facility.

7.5 Lights

FBDM officials will switch lights on before and off after events at all facilities.

8. CONDUCT AND COMPLIANCE

8.1 Liability

FBDM will, under no circumstances be liable or responsible for:

- i. Any damage or loss suffered by any person as a result of any defect in any appliance or equipment of FBDM or in the electrical installation or as a result of any deficiency or interruption of the power supply to the facility;
- ii. 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.

The Lessee and any other person enters the property of FBDM at own risk and FBDM does not accept liability in respect of death or injury of any nature to such person and the signatory of application form.

The Lessee, when not the same person, jointly and severally indemnifies FBDM regarding all claims that possibly could arise from the use of and presence on the property of FBDM.

8.2 Responsibility of the Lessee for Damage to Property of FBDM

The lessee shall be responsible for any breakage and/or other damage of whatever nature to the facility, furniture, fittings or any other property of FBDM that may occur during the period of hire.

Should the Lessee find any property of FBDM to be defective, he/she shall point out such defect to designated official before using such facility or item, failing which everything shall be deemed to be in proper working order.

The lessee shall pay for any property belonging to FBDM that may be missing or broken during or in connection with the hire of a facility.

8.3 Right of Admission and Conduct of Functions

The Lessee is hereby given the right to reserve admission to the facility hired by him/her and is held responsible for the due observance of the following conditions:

- i. No person shall be admitted to the facility or having gained admission be permitted to remain therein, who is of known bad character, or seems to be intoxicated;
- ii. No overcrowding shall take place, and the number of persons allowed in the hall shall be limited to the seating accommodation available. No person shall be allowed to congregate in the passages, aisles or doorways leading to such a facility. When the available seating accommodation has been occupied, the Lessee shall prevent the admittance of any persons in excess of such seating capacity;
- iii. All requirements as prescribed by FBDM relating to the carrying of firearms shall be met;
- iv. FBDM will not be held liable if Lessee and his/her attendees enter prohibited or restricted areas as designated within the various facilities.

The caretaker or any duly authorised official of FBDM shall be entitled at all times to enter a facility hired in terms of these Conditions.

8.4 Stipulations Regarding Conduct within Facilities

The lessee shall be responsible that no person shall:

- i. Display any mural decoration of any description or any interior or exterior decoration flags, banners, emblems, posters or notices or similar articles in or on any portion of a facility except if provision has been made for it;
- ii. Affix any screw or nails in or on any property of a facility.
- iii. No labels or tags that may mark, damage or stain equipment will be allowed (e.g. reservation of seating);
- iv. No person shall smoke in any facility as provided for in the relevant legislation;
- v. No person while on the premises shall conduct themselves in a disorderly or improper way, disturb or interrupt any other person
- vi. No animals are allowed on the premises, unless it is a guide dog.
- vii. No person shall while on the premises use any indecent or offensive language or behave in an indecent or offensive way.
- viii. No person under the influence of intoxicating substances will be allowed on the premises.
- ix. Should a person be found under the influence of intoxicating substances, he/she will be asked by the relevant, designated official to leave the premises immediately.

- x. No firearms, dangerous objects or intoxicating substances will be allowed on the premises.
- xi. No glass bottles or glass tumblers will be allowed on the premises

8.5 *Vacating of facility*

The Lessee and all function related attendees (e.g. caterers, guests) must vacate the premises not later than the specified hour. If for any reason the Lessee exceeds the time period, a penalty tariff will be charged.

9. PENALTY CLAUSE

Should any of the provisions of these Conditions not be complied with, the Accounting Officer or his/her nominee shall be entitled at any time to cancel the letting of the facility and no compensation shall be payable by FBDM to the Lessee for any loss which he/she may sustain by reason of such cancellation.

10. REVIEW & EVALUATION

The effectiveness of this Policy will be reviewed as and when deemed necessary. The tariffs will be update annually and published with the Tariff Policy of FBDM.

11. EFFECTIVE DATE

This Policy will be effective from 1 July 2010.



12. ANNEXURE A

1. APPLICATION FORM

1 Name of person responsible for rent _____

Address _____

Telephone (day time) _____

Invoice Name/Address (if different from above) _____

2 Name of group/organisation (if any) _____

3 Facilities required (please tick)

Committee Room1

Committee Room2

Committee Room3

4 Numbers attending _____

Layout of room (conference, horseshoe, lecture, etc) _____

5 Times of rent (including all preparation time) Start time _____

Finish time _____

6 Date(s) required _____

7 Do you require additional equipment? e.g. slide projector, overhead projector, etc.
Please specify.

8 Do you require the use of a kitchen? _____

(If yes) Please give contact details of catering company to be used _____

Terms and Conditions



- (a) All applications for the rent of a lecture room shall be made in writing on the prescribed form, not less than ten (10) working days prior to the function, and shall be dealt with in the order in which they are received, provided that all requirements are complied with.
- (b) Bookings will be confirmed on receipt of full payment
- (c) No advance bookings will be allowed exceeding one month prior to the event.
- (d) A refundable deposit of 20% for the use as per the approved tariffs is chargeable
- (e) FBDM will, under no circumstances be liable or responsible for:
 - 2. Any damage or loss suffered by any person as a result of any defect in any appliance or equipment of FBDM or in the electrical installation or as a result of any deficiency or interruption of the power supply to the facility;
 - 3. 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.
- (f) The Lessee and any other person enters the property of FBDM at own risk and FBDM does not accept liability in respect of death or injury of any nature to such person and the signatory of application form.
- (g) The Lessee, when not the same person, jointly and severally indemnifies FBDM regarding all claims that possibly could arise from the use of and presence on the property of FBDM.
- (h) The lessee shall be responsible for any breakage and/or other damage of whatever nature to the facility, furniture, fittings or any other property of FBDM that may occur during the period of hire.
- (i) Should the Lessee find any property of FBDM to be defective, he/she shall point out such defect to designated official before using such facility or item, failing which everything shall be deemed to be in proper working order.
- (j) The lessee shall pay for any property belonging to FBDM that may be missing or broken during or in connection with the hire of a facility.

I agree to abide by the published conditions in relation to this application.

Signed:

Date:

For Office Use:

Date Received _____

Receipt No _____

Date Confirmed _____

Date Sent