

EKURHULENI METROPOLITAN MUNICIPALITY

BY-LAWS FOR THE CONTROL AND LETTING OF LIBRARY AUDITORIUMS AND GROUP ACTIVITY HALLS

[COUNCIL RESOLUTION: A – SR (03-2006) dated 26 October 2006] [Date of Commencement: 24 January 2007]

By-law

To provide for the provision and regulation of Library Auditoriums and Group Activity Halls within the municipal area of the municipality and to provide for matters incidental thereto.

BE IT ENACTED by the Council of the Ekurhuleni Metropolitan Municipality, as follows:-

1 DEFINITIONS

For the purpose of these by-laws, unless the context otherwise indicates:

"Auditorium" means a room *I* hall at the library *I* group activity room which is made available for hiring under prescribed circumstances and conditions and at a prescribed tariff;

"Caretaker": means the delegated council official in control of the rented facility

"Charges' means any deposit, tariff or miscellaneous charges in respect of the Library Auditoriums as determined from time to time by the Council;

"Deposit" means the amount payable as a deposit on reservation at category "A" and "B" auditoriums as determined from time to time by the Council, which amount shall be refundable within 30 days after termination of the lease, provided all the provisions of these by-laws have been complied with.

"Controlling Librarian" means the librarian appointed by the Council to exercise control and to manage the library auditorium thereof (or any person duly authorised to act on behalf of the Controlling Librarian in the absence of the Controlling Librarian);

"Lessee" means a person 18 years of age or older by whom or on who's behalf the lease agreement was signed

"Session" means a morning, afternoon or evening during which time one reservation of a minimum of 2 hours can be made

2. RIGHT OF ADMISSION

The Council reserves the absolute right of admission to library auditoriums.

3. RESERVATIONS

Library auditoriums are not equal with regard to size, layout and the availability of caretakers and amenities. Subsequently it may be necessary to categorise facilities which will impact on tariffs, accessibility and type of services made available.

Only Council approved activities will be allowed

- 3.1 Only library auditoriums with caretakers are available for reservations after normal library hours; provided that the auditorium and related facilities are separate from the library
- 3.2 Reservations in terms of 3.1 above are available from Monday to Saturday at a tariff and under conditions as determined by Council from time to time
- 3.3 Auditoriums which form part of the library will only be available for reservations during normal library hours at a tariff and under conditions as determined by Council from time to time
- 3.4 A person who wishes to hire the auditorium shall book the hall with the controlling librarian or booking clerk of the library in question; at least fourteen (14) days in advance and reservations will be dealt with in the order in which they are received
- 3.5 Contracts will be entered into with persons 18 years and older and/or persons legally deemed to be a major
- 3.6 Reservations shall be limited to periods of a minimum of 2 hours per session and not

- exceeding four (4) consecutive days provided that reservations on Saturdays after normal library business hours will be subject to a minimum session of 4 hours
- 3.7 Only one (1) reservation per morning, afternoon or evening session (where applicable) shall be accommodated to allow for cleaning and preparation time
- 3.8 All persons hiring a facility shall, during normal office hours at the office of the controlling librarian, complete an agreement as prescribed by the Council. The person, by whom such an agreement is signed, shall be deemed to be the lessee. The person signing the agreement is required to be present at the event and is responsible for the group's activities
- 3.9 A deposit as determined by Council from time to time shall be payable at the time of the booking by the lessee for category "A" and "B" facilities. The deposit shall be refunded if no damage or loss is caused and if, where applicable, the keys have been returned
 - 3.10 The facility is primarily to be used for activities and programs of the library and as such LIS shall have preference at all times in the use of the facility

4. PAYMENT OF CHARGES

- 4.1 No reservation shall be made and no agreement concluded unless payment is made as hereinafter stated, and no tickets shall be distributed or any public announcement made until the reservation has been accepted in terms of section two (2)
- 4.2 Application for a reservation shall be done not later than fourteen (14) days before the date of use of the facility and shall be accompanied by the prescribed deposit and rental: provided that the fourteen (14) day period may in special cases be shortened by the Controlling Librarian in which event the deposit and rental is payable in cash
- 4.3 When the period of the lease is exceeded for any duration of time, an amount equal to 1.5 times the total rental shall become payable for every hour or part thereof exceeded, whether the facility was rented or made available free of charge
- 4.4 No access to the facility will be given unless payment has been made within the prescribed time and in the prescribed manner

5. FREE USE

Auditoriums shall be made available free of charge for:

- > Library related activities
- Ward committee meetings provided the Ward Councillor / Sector Leader or Ward Committee Secretary signs the free use contract, submits the proposed agenda and the Ward Councillor / Sector Leader will be personally present at the meeting
- Meetings and seminars of the Council
- > Approved local senior citizen's organizations
- Non-profit organisations for the disabled
- > National/Provincial stakeholders meetings provided that the counter Local Government Department takes responsibility for the reservation

6. PROVISION OF FURNITURE, EQUIPMENT AND CROCKERY

The provision and arrangement of tables and chairs for the purpose of a function shall be undertaken by the Council where Caretakers are available, provided that such an arrangement will be done once and the furniture lay-out plan must be submitted not later than two (2) days before the date of the reservation

Equipment and/or crockery where available at identified libraries, shall be for hire at a fee determined by Council from time to time

7. CONDITIONS OF LEASING

The leasing of the auditorium is subject to:

- 7.1 No social functions shall be permitted in the auditorium
- 7.2 No liquor shall be allowed. Wine and light spirits will be allowed during educational wine tasting functions or special launches
- 7.3 No additional furniture or equipment other than that already available in the auditorium will be provided.
- 7.4 If a scheduled meeting cannot be held for whatever reason, alternative arrangements by the lessee must be made timeously
- 7.5 No labels, tags or marks on furniture, walls, floors and ceilings shall be allowed
- 7.6 No overcrowding shall fake place. The number of persons allowed shall be limited to the seating accommodation available. When the available seating accommodation has been occupied, the lessee shall prevent admittance of persons in excess of such seating capacity
- 7.7 No person shall be admitted to the hired facility, or having gained admission be permitted to remain therein, who is of known bad character or who is intoxicated or who is unsuitably clad
- 7.8 No furniture or articles of any description being the property of the Council, shall be removed from a hail without prior written consent from the Controlling Librarian
- 7.9 In the event of any conditions not being adhered to, it shall be within the authority of the Council to cancel the use of the auditorium at any time
- 7.10 No compensation shall be payable by the Council to the lessee for cancellation of use due to contravention of by-laws, or any other loss sustained by such a cancellation or due to unforeseen circumstances e g flooding.

8. CANCELLATION OF RESERVATION

- 8.1 A reservation may be cancelled by a lessee:
 - ➤ Provided that written notice of such a cancellation in respect of a facility must be received by the Controlling Librarian not later than seven (7) days prior to the reservation date
 - > If notice is received as aforementioned the rental will be refunded
- 8.2 If the cancellation referred to in 8.1 above, is received later than provided for, the rental shall ipso facto be forfeited: Provided that if the facility is re-let the rental may be refunded

9. POSTPONEMENT OF RESERVATION

- 9.1 Persons hiring an auditorium shall be permitted to postpone a reservation:
 - Provided that written notice of the postponement is received by the Controlling Librarian not less than seven (7) days prior to the reservation date in respect of a facility
- 9.2 If the notice of postponement is received later than provided for in 9.1 above, the rental shall ipso facto be forfeited: Provided further that if the facility is re-let by the Council the rental may be refunded

10. NON LIABILITY FOR BREAKDOWN IN MACHINERY AND EQUIPMENT

The Council shall not be liable for any loss suffered by the lessee as a result of any failure or defect in respect of any machinery, equipment or lighting, or any accident or breakdown however caused

11. RESPONSIBILITY OF LESSEE FOR DAMAGE TO COUNCIL'S PROPERTY

The lessee shall be responsible for and shall make good any loss occasioned by missing articles or breakage, as well as damage to or loss of any other description to the buildings, furniture, fittings or any other property of the Council that have occurred during the period of hiring. This will be a condition whether the facility was rented or made available free of charge.

Any person or organization in breach of this condition may be barred from using any other SRAC facilities in future

12. INDEMNITY

The Council shall not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any property, articles, or items placed or left on the premises by the lessee. Neither for damage or injury to any persons entering the premises or making use of the equipment on the premises hired.

It shall be a condition of hire that the lessee shall indemnify and hold the Council harmless against any claim made by any person on any ground whatever

13. SALES

No commercial sales will be allowed in auditoriums except sales initiated by Council and in terms of approved Library and Information Services policy; provided that the Executive Director: Sport, Recreation, Arts and Culture be delegated to approve or reject special applications. Such applications to be submitted in writing at least 30 days prior to the date of the function

14. INSPECTION OF AUDITORIUM

The Council reserves the right for its delegates or other authorised officials of the Council, to at all times enter the premises for the purpose of any inspection, investigation and I or labour which is necessary for the application of these bylaws or in terms of any other bylaws or regulation in force within the Municipality

15. SMOKING PROHIBITED

Smoking shall be prohibited in any facility, and the lessee shall ensure that this prohibition is enforced

16. ATTENDANCE OF CARETAKER

- 16.1 The purpose of the Caretaker's or delegated official's attendance at a facility shall be for attending to the Council's interest and his service or that of any other official shall not be at the lessee's disposal whether for preparation or any other purposes connected with a function
- 16.2 The Caretaker or delegated official may request any person contravening any of the provisions of these by-laws to leave the premises immediately and on failing to do so, he may ask for police assistance to remove such a person
- 16.3 After every function the Caretaker or delegated official shall note the time that the lessee vacated the auditorium and inspect the facility used. Any damage shall be noted in writing and signed by both parties

17. TIME LIMIT

The premises must be vacated by the end of the rental period as determined in the Tariff of Charges: Library Auditoriums and Group Activity Rooms, failing which the penalty charges will become applicable

18. COMPLIANCE WITH BY-LAWS

- 18.1 Failure by the lessee to observe any of these conditions shall entitle the Council to cancel any engagement forthwith. The authorised representative of the Council shall convey such cancellation to the lessee, and all amounts paid by the lessee shall in such event be forfeited
- 18.2 Any person contravening or failing to comply with any of the provisions of these by-laws shall be guilty of an offence and save where otherwise specially provided, shall be liable on conviction to a fine

19. SUBLETTING

The lessee or anybody in his service or under his control, may not on his behalf, sublet a facility or any equipment, or allow such usage by any other person or organisation during the period paid for by the lessee

20. USE OF THE PIANO

Lessees of auditoriums equipped with a piano will adhere to the following:

- 20.1 It is the responsibility of Council to maintain and tune the piano on a regular basis. Subsequently pianos shall be tuned only by the person designated by Council to perform this function
- 20.2 Pianos may not be removed from auditoriums

21 REPEAL OF BY-LAWS

All Library Auditorium and Group Activity Room By-Laws previously promulgated are repealed.

For office use

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