

CITY OF EKURHULENI METROPOLITAN MUNICIPALITY



Ekurhuleni
METROPOLITAN MUNICIPALITY

BY-LAWS FOR ARTS, CULTURE AND HERITAGE FACILITIES

Council Resolution: A-SR (05-2006) dated 30 November 2006

Date of Commencement: 28 February 2007

As amended by

Council Resolution: xxxxxx dated xxxxxxxx 2020

Date of Commencement: 01 March 2021

PREAMBLE

- (1) WHEREAS section 156(1)(a) of the Constitution of the Republic of South Africa (hereafter “the Constitution”) stipulates that a municipality has executive authority in respect of and has the right to administer the local government matters listed in Part B of Schedule 4 and Part B of Schedule 5 of the Constitution;**
- (2) AND WHEREAS section 156(2) of the Constitution specifies that a municipality may make and administer by-laws for the effective administration of the matters it has the right to administer;**
- (3) AND WHEREAS in terms of Part B of Schedule 5 of the Constitution the powers and functions of the City of Ekurhuleni Metropolitan Municipality (hereafter “the City”) includes the administration of local amenities;**
- (4) AND WHEREAS there is a need for the City to adopt a by-law that will control, regulate and govern the use of Arts, Culture and Heritage Facilities as local amenities within the municipal area of the City;**
- (5) NOW THEREFORE, this by-law is adopted in compliance with the provisions of section 13 of the Local Government: Municipal Systems Act, 2000 (Act No: 32 of 2000) (hereafter “the Systems Act).**

THE CITY OF EKURHULENI METROPOLITAN MUNICIPALITY:

DRAFT BY-LAWS FOR ARTS, CULTURE AND HERITAGE FACILITIES

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CHAPTER 1
GENERAL PROVISIONS

1. DEFINITIONS

In this by-law, except where the context otherwise indicates, or it is expressly stipulated otherwise, the following words and expressions shall have the respective meanings assigned to them hereunder, and words and expressions to which a meaning has been assigned in terms of the provisions of the applicable legislation referred to in the section under the headings “Legislative Framework” and “Policies, Strategies and Guidelines” herein below, will have a corresponding meaning assigned thereto in terms of such legislation, policies, by-laws or guidelines. All headings are included for convenience only and shall not be used in the interpretation of any of the provisions of this policy.

<u>WORD/EXPRESSION</u>	<u>DEFINITION</u>
<u>“Applicant”</u>	<u>Means the person applying to the City for hiring any Arts Culture or Heritage Facility of the City and who is the responsible person for the payment of the applicable tariff charge, the deposit and who is the responsible person in the event that any loss or damage occurs as a result of the event or function for which the facility was hired.</u>
<u>“Art Gallery”</u>	<u>Means a space, room, venue or building for the display or sale of works of art.</u>
<u>“Arts Culture or Heritage Facility”</u>	<u>Means any Arts Culture or Heritage Facilities belonging to the City within the municipal area and includes, for purposes of this by-law any Art Galleries, Community Art Centres, Museums and Civic Theatres.</u>
<u>“art” or “art work(s)” or “work(s) of art”</u>	<u>Means the physical manifestation of the expression or application of creative skill and imagination especially through a visual medium such as sculpting, painting,</u>

<u>WORD/EXPRESSION</u>	<u>DEFINITION</u>
	<u>graphics, photography, multimedia and any other visual art medium such as crafts and ceramics.</u>
<u>“booking” or “bookings”</u>	<u>Means the reservation of an Arts Culture or Heritage Facility of the City by any person subject to the payment of the tariff charge and deposit for confirmation.</u>
<u>“Centre Group Booking”</u>	<u>Means a group that entered into a written agreement with the City to pay a fixed monthly tariff charge in order to utilise the City’s Community Art Centres at a discounted rate subject to the conditions set out in this by-law.</u>
<u>“City”</u>	<p><u>Means the City of Ekurhuleni Metropolitan Municipality established under Government Notice no. 3585 of 2005 as published in the Gauteng Provincial Gazette Extraordinary No. 394 of 16 September 2005 in terms of section 12(1) of the Municipal Structures Act, or its successors-in-title, and includes:</u></p> <ul style="list-style-type: none"> i. <u>any duly authorised officials of the municipality who have been delegated the necessary powers, functions and duties to give effect to these By-Laws and decide upon and administer the matters referred to herein; or</u> ii. <u>(ii) any structure or person exercising a delegated power or carrying out an instruction, where any power in these By-Laws has been delegated or subdelegated, or an instruction given, as contemplated in section 59 of the Municipal Systems Act; or</u> iii. <u>(iii) a service provider fulfilling a responsibility under these By-Laws, assigned to it in terms of section 81(2) of the Municipal Systems Act, or any other law, as the case may be;</u>
<u>“City Manager”</u>	<u>Means the Municipal Manager of the City appointed in terms of the provisions of section 54A of the Systems Act and as referred to in the definition of “accounting officer” in section 1 of the MFMA, and also referred to in section 60 of the MFMA.</u>

<u>WORD/EXPRESSION</u>	<u>DEFINITION</u>
	<u>and includes a person acting as an accounting officer, or the person to whom the accounting officer has delegated his/her authority to act.</u>
<u>“Civic Theatre” or “Civic Theatres”</u>	<u>Means any professional or amateur theatre that is wholly or partly subsidised by the City in which it is located.</u>
<u>“Community Art Centre” or “Community Art Centres”</u>	<u>Means a facility utilise by the City and made available to the community to promote community arts or community-based art which encourages artistic activity based in a community setting</u>
<u>“Constitution”</u>	<u>Means the Constitution of the Republic of South Africa, 108 of 1996.</u>
<u>“Council” or “Municipal Council”</u>	<u>Means the Municipal Council of the City as referred to and constituted in terms of the provisions of section 157 of the Constitution.</u>
<u>“damage deposit” or “deposit”</u>	<p><u>Means a predetermined amount payable by the Applicant to the City as security to be utilised by the City to compensate the City in the event of loss or damage to</u></p> <p>(a) <u>the Arts Culture or Heritage Facility of the City hired by the Applicant;</u></p> <p>(b) <u>any equipment, furniture, asset or infrastructure of the City or another person;</u></p> <p><u>to be refunded to the Applicant subsequent to the event or function.</u></p>
<u>“Day” or “days”</u>	<u>Means a working day and excludes Saturdays, Sundays and Public Holidays.</u>
<u>“Museum” or “Museums”</u>	<u>Means a building in which objects of historical, scientific, artistic, or cultural interest are stored and exhibited.</u>
<u>“Systems Act”</u>	<u>Means the Local Government: Municipal Systems Act, Act 32 of 2000 and the regulations promulgated in terms thereof.</u>

2. AIM AND PURPOSE

The aim and purpose of this by-law is to set a standard of uniform rules for the hiring of all Arts, Culture and Heritage Facilities of the City by members of the public and other organs of state for events, functions and shows.

3. TITLE AND APPLICATION

- (1) This by-law is known as the Arts, Culture and Heritage Facilities By-Law, 2019 and is applicable to all persons, including organs of state, within the municipal area of the City.**
- (2) This by-law revokes all previous by-laws, decisions and/or *ad hoc* clauses within any other by-laws, regarding the subject matter of this by-law.**

4. COMMENCEMENT AND VALIDITY

This by-law shall come into full force and effect upon publication hereof in accordance with the provisions of section 13 of the Systems Act.

5. RESPONSIBLE AUTHORITY

- (1) The responsible authority for the adoption, publication and implementation of this by-law is the City and where applicable the municipal council of the City.**
- (2) The Sport Recreation Arts and Culture Department will be responsible for the implementation of this by-law by the City.**

6. ENFORCEMENT AND COMPLIANCE WITH THIS BY-LAW

The City shall enforce compliance with this by-law.

7. OBSERVING FUNDAMENTAL RIGHTS

The City must, when exercising any right in terms of this by-law, do so with strict regard for decency and orderliness and with regard for each person's human rights including the right to dignity, freedom, security and privacy.

8. NON-LIABILITY OF THE CITY

Neither the City nor any employee, official, person, body, organisation or corporation acting on behalf of the City shall be liable for any loss or damages of whatsoever nature howsoever arising whether, direct or consequential, suffered or sustained by any person as a result of, or arising from the City enforcing, imposing, giving effect to or taking any act or omission in respect of any matter in terms of this by-law.

9. CODE OF ETHICS

- (1) All the officials of the City shall embrace the spirit of Batho Pele and treat all rate payers, owners, consumers, customers and debtors with dignity and respect at all times.**
- (2) Employees of the City shall execute their duties in terms of this policy in an honest and transparent manner whilst protecting the confidentiality of information of rate payers, owners, consumers, customers and debtors in accordance with the provisions of the Promotion of Access to Information Act, 2000 (Act No: 2 of 2000).**

10. AUTHENTICATION OF DOCUMENTS

Any document requiring authentication by the City shall be sufficiently authenticated if signed by the City Manager, or by a person duly authorised to do so, on behalf of the City, by resolution of the City and shall constitute *prime facie* proof of the authenticity, existence and contents of the document.

11. PRIMA FACIE EVIDENCE

In legal proceedings by, or on behalf of the City, a certificate reflecting any information required in terms of this by-law included in such a certificate and which is signed by the Municipal Manager, or by a person dully authorised to do so, on behalf of the City, by resolution of the City, shall subject to the provisions of section 3 of the Law of Evidence Amendment Act, 1988 (Act No: 45 of 1988), upon its mere production constitute *prima facie* evidence of the contents of the certificate.

12. PROVISION OF INFORMATION

A person within the municipal area of the City must provide the City with accurate information requested by the City that is reasonably required by the City for the implementation or enforcement of this by-law.

13. FALSE STATEMENTS OR INFORMATION

No person shall make a false statement or furnish false information to the City or falsify a document issued in terms of this by-law.

14. OFFENCES

(1) It is an offence for any person to:

- (a) unlawfully and intentionally or negligently interfere with any actions taken by the City in terms of this by-law;
- (b) contravene or fail to comply with any provision of this by-law in as much as this by-law places an obligation or duty on such a person to comply with this by-law;
- (c) contravene or fail to comply with a condition or prohibition imposed in terms of this by-law;
- (d) contravene or fail to comply with any conditions imposed upon the granting of any application, consent, approval, concession, exemption, rebate or authority in terms of this by-law;

- (e) fail to provide information or provide false or misleading information reasonably requested by the City;
- (f) fail or refuse to give access required by the City in terms of the provision of this by-law;
- (g) fail to comply with the terms of a notice served upon him/her in terms of this by-law;
- (h) fail or refuse to provide the City with a document or information that the City is entitled to in terms of this by-law;
- (i) disclose any information relating to the financial or business affairs of any person which information was acquired in the performance of any function or exercise of any power in terms of this by-law;
- (j) fail to comply with any lawful instruction given in terms of this by-law; or
- (k) obstruct or hinder the City in the execution of the City's duties under this by-law.

(2) Any alleged offence committed in terms of sub-section (1) above, may be referred to the South African Police Services by the City for investigation with a view to possible prosecution.

15. PENALTIES

Any person who is found guilty by a court of law for the contravention of any provision of this By-law shall be liable to fine (which shall be determined by court), or to an imprisonment not exceeding 3 (three) months

(1) or to both a fine and imprisonment, if any person who is found guilty of an offense as stipulated in this by-law .

(2) The Municipality may, in collaboration with national government in the spirit of co-operative governance, establish municipal courts whose

core functions, among others, will be to prosecute offenders of infringements of the Municipality's By-laws.

(3) Section 112 of the Local Government: Municipal Systems Act provides:

(a) a staff member of the Municipality authorised in terms of section 22(8)(b) of the National Prosecuting Authority Act to conduct the prosecutions, may institute criminal proceedings and conduct the prosecutions in respect of a contravention of or failure to comply with a provision of –

(i) a By-Law or regulation of the Municipality;

(ii) other legislation administered by the Municipality; and

(iii) other legislation as the National Director of Public Prosecutions may determine in terms of section 22(8)(b) of the National Prosecuting Authority Act.

The Magistrates Court shall have jurisdiction over all matters relating to contravention of and non-compliance with the provisions of this By-Law.

16. AVAILABILITY OF BY-LAW

A copy of this by-law shall be included in the City's Municipal Code as required by the provisions of section 15 of the Systems Act and a copy of this by-law shall be available for inspection at the offices of the City at all reasonable times and shall also be available from the City against payment of an amount as determined by the Council.

17. REVIEW

This by-law and its implementation shall be reviewed every 5(Five) years.

CHAPTER 2

ART GALLERIES

18. RENTING OF ART GALLERIES

- (1) The City may, in its sole discretion, make available any of its art galleries, workshop areas and facilities at the premises, to be rented by members of the public for the following purposes:
- (a) art exhibitions
 - (b) art related workshops, seminars, colloquiums and meetings
 - (c) art related programmes and events
- (2) **Any person wanting to hire an art gallery, a workshop area and/or facilities at the premises may do so by booking the facility as per the Council Booking System and per approved Tariffs and as per booking forms B1 and B2 , attached hereto in “Schedule 2”.**
- (3) The person completing the booking application will be the Applicant requesting the City for permission to hire the Art Gallery and/or the workshop areas and/or facilities at the premises and will be the responsible person for any loss and/or damage suffered by the City as a result of the hiring of the Art Gallery and/or the workshop areas and/or facilities at the premises by any person.
- (5) **Art Galleries and/or facility at the premises may not be used after 22:00.**

19. BOOKINGS AND PAYMENTS

- (1) Bookings to hire the Art Gallery and/or the workshop areas and/or facilities at the premises should be made at least 30 days and not more than 6 (six) months prior to the envisaged booking date.
- (2) Payment of all fees for the hiring of the Art Gallery and/or the workshop areas and/or facilities at the premises, together with a damage deposit determined by the City, must be made by the Applicant within 7 (seven) days from making the provisional booking, failing which the booking will lapse.
- (3) The damage deposit paid by the Applicant to the City:
 - (a) will be utilised by the City to pay for any and all damages to the Art Gallery and/or the workshop areas and/or facilities at the premises and/or any other property of the City, resulting from the hiring of Art Gallery and/or the workshop areas and/or facilities at the premises by the Applicant;
 - (b) less any deductions for damages referred to in subsection (a) above will be refunded to the Applicant within 4 (four) weeks after the conclusion of the event; and
 - (c) will be paid by the City to the Applicant into a bank account elected by the Applicant in writing, supported by an original proof of banking details which must be submitted to the City together with the Application form.
- (4) The Applicant, together with all people utilising the facilities may only utilise the Art Gallery and/or the workshop areas and/or facilities at the premises:
 - (a) for the purpose applied for by the Applicant on the application form; or
 - (b) for the purpose approved by the City; and

- (c) subject to and in accordance with any conditions imposed and any directions given by the City.

20. CANCELLATION OF BOOKING

- (1) An Applicant who cancels a booking with the City for the hiring Art Gallery and/or the workshop areas and/or facilities at the premises at least 30 (thirty) days prior to the scheduled booking date will be reimbursed in full.
- (2) **An Applicant who cancels a booking with the City for the hiring Art Gallery and/or the workshop areas and/or facilities at the premises at least 14 (fourteen) days prior to the scheduled booking date will be reimbursed for 50% of the booking fees.**
- (3) An Applicant who cancels a booking with the City for the hiring of the Art Gallery and/or the workshop areas and/or facilities at the premises less than 14 (fourteen) days prior to the scheduled booking date will forfeit the booking fee, but the damage deposit will be reimbursed by the City to the Applicant in full.
- (4) An Applicant will be entitled to postpone and/or reschedule a booking with the City for the hiring of the Art Gallery and/or the workshop areas and/or facilities at the premises once subject to:
 - (a) the conditions set out in subsection (1) to (3) above; and
 - (b) the availability of the Art Gallery and/or the workshop areas and/or facilities at the premises for the requested date.

21. CONDITION OF PREMISES

- (1) The Art Gallery and/or the workshop areas and/or facilities at the premises shall be inspected by the Applicant prior to the scheduled

booking date and all defects to the facilities should be reported, in writing, to the authorised official of the City.

- (2) **Should the Applicant fail to inspect the premises, or fail to report defects at the premises to the authorised official in writing as required by this by-law, it shall be deemed that everything at the premises was in a proper state of repair and in proper working order when the Applicant assumed responsibility therefor.**
- (3) The facilities must be left in the same condition by the Applicant as it were when the Applicant assumed responsibility therefor.
- (4) **The authorised official of the City has to inspect the Art Gallery and/or the workshop areas and/or facilities at the premises with the Applicant within 3(three) days but prior to hiring the Art Gallery and/or the workshop areas and/or facilities at the premises to another person and record any damage or loss at the Art Gallery and/or the workshop areas and/or facilities at the premises.**
- (5) **In the event that the Applicant fails to attend the inspection with the authorised official for whatever reason, the inspection report of the authorised official will be accepted as an accurate reflection of the condition of the Art Gallery and/or the workshop areas and/or facilities at the premises hired.**
- (6) **The Applicant will be responsible for any loss and/or damage suffered by the City of whatever nature as a result of the hiring of the Art Gallery and/or the workshop areas and/or facilities at the premises or as a result of the actions or failure to act by any person during the time that the Applicant assumed responsibility of the**

Art Gallery and/or the workshop areas and/or facilities at the premises.

- (7) The Applicant must ensure that electricity usage is kept to a minimum, particularly when the Art Gallery and/or the workshop areas and/or facilities at the premises is not in use, which will include the switching off of all non-essential lights.**
- (8) The Applicant will be responsible to keep the facilities in a clean, tidy and sanitary condition during and after the use thereof.**
- (9) The Applicant must ensure that all waste generated during the use of the Art Gallery and/or the workshop areas and/or facilities at the premises is disposed of legally and lawfully and in accordance with the requirements of the applicable legislative provisions.**

22. SETTING UP OF EXHIBITIONS

- (1) No banners, notices, signs, pamphlets or any other promotional material may be erected, mounted or fixed to any structure at the Art Gallery and/or the workshop areas and/or facilities at the premises without the prior written approval of the authorised official.
- (2) If written approval is granted by the authorised official for the erection, mounting or fixing of banners, notices, signs, pamphlets or any other promotional material at the Art Gallery and/or the workshop areas and/or facilities at the premises, such banners, notices, signs, pamphlets or any other promotional material must be removed at the end of the event for which the venue was hired.

- (3) Any damage or loss caused as a result of for the erection, mounting or fixing of banners, notices, signs, pamphlets or any other promotional material at the Art Gallery and/or the workshop areas and/or facilities at the premises will be deducted from the security deposit and/or paid by the Applicant.
- (4) Floral arrangements, lights and any other decorations that the Applicant intend to use to decorate the Art Gallery and/or the workshop areas and/or facilities at the premises may only be:
 - (a) utilised with the prior written approval of the authorised official;
 - (b) prepared outside of the Art Gallery and/or the workshop areas and/or facilities at the premises;
 - (c) setup on the date that the Applicant had made the booking for
- (5) No screws or nails or any other materials that may cause damage may be used on floors, walls, doors, ceilings etc.
- (6) No work or alterations may be done on the electrical fittings of the Art Gallery and/or the workshop areas and/or facilities at the premises may be undertaken except with the permission of the delegated official.
- (7) Any additional lighting, electrical appliances or electrical art works may only be used with prior written approval by the authorised official.
- (8) No storage of any items at any time by the Applicant or any other person will be permitted or allowed in the Art Gallery and/or the workshop areas and/or facilities at the premises and/or entrances and/or exits and/or fire escapes.**

23. SELLING OF ITEMS

- (1) Should the Applicant wish to sell any items at the Art Gallery and/or the workshop areas and/or facilities at the premises on the date for which same was hired, the selling of any items is the sole responsibility of the Applicant.

24. ADVERTISEMENTS, MARKETING AND COMMERCIAL ACTIVITIES

- (1) No advertisements or other commercial notices may be placed at the Art Gallery and/or the workshop areas and/or facilities at the premises without the prior written approval of the authorised official.
- (2) Marketing of community-initiated events are the sole responsibility of the Applicant.
- (3) The contents of all press releases, radio interviews, posters, advertisements etc. regarding an event which is scheduled to take place at the Art Gallery and/or the workshop areas and/or facilities at the premises are subject to the prior written approval of the authorised official.

25. SMOKING, OPEN FLAMES, HEATING AND COOKING

- (1) No smoking is permitted inside the Art Gallery and/or the workshop areas and/or facilities at the premises;
- (2) Smoking is only allowed outside the Art Gallery and/or the workshop areas and/or facilities at the premises in the designated smoking areas;

- (3) The use of open flames is not permitted in the Art Gallery and/or the workshop areas and/or facilities at the premises;
- (4) Candles must be void of dripping and only used provided that they are in approved candleholders or chandeliers;
- (5) There are no cooking facilities for hire inside the Art Gallery and/or the workshop areas and/or facilities at the premises;
- (6) No cooking or preparation of food is allowed inside the Art Gallery and/or the workshop areas and/or facilities at the premises.

26. SAFEGUARDING DISPLAYS IN THE ART GALLERY ENVIRONMENT

- (1) No refreshments or beverages are allowed in display areas, except under supervision of the delegated official.
- (2) Permission must be granted by the delegated official of all entertainment, playing of music and/or sound.
- (3) No photographing of artworks is allowed except by the prior permission of the artist.

27. SECURITY AND PROTOCOL

- (1) Restricted areas must be clearly marked and indicated as such by the City.**

- (2) All restricted areas not to be entered by members of the public and entrance into any restricted areas are prohibited and visible signs of no entrance will be placed at all restricted areas.
- (3) In case when a facility is rented out the Applicant must ensure that sufficient security is provided to control the attendance of people and ensure that all safety protocol is adhered to.
- (4) As a result of the recent outbreak of the worldwide Covid-19 pandemic, the use of facilities must comply with national safety and health regulations which might change from time to time.
- (a) It is the responsibility the Applicant to ensure that all Health and Safety precautions are taken to with comply national and local standard operating procedures.
- (b) It is the responsibility of the Applicant to familiarise themselves with the latest regulations and conditions to avoid the spreading of the virus.

28. LIABILITY

- (1) The City shall not be liable or responsible for:
- (a) any damage or loss suffered by any person, for any reason, or as a result of any:
- (i) defect of any electrical installation, machine, appliance, equipment or infrastructure at the Art

Gallery and/or the workshop areas and/or facilities at the premises; or

(ii) deficiency or interruption of the power or water supply.

(b) any damage or loss of any property or goods, of whatever nature as a result of whatever reason, which belongs to the Applicant or any other person.

(2) Any person enters the property of the City at his or her own risk and the City shall not be liability in respect of death, injury, loss or damage of whatever nature.

30. MISCELLANEOUS

- (1) Only art related functions and activities will be held in an Art Gallery and/or the workshop areas and/or facilities at the premises.
- (2) The City reserves the right to dispose of any material that is left unattended for a period of 3 (three) months unless necessary arrangements have been made with the authorised official.
- (3) The purpose for which the Art Gallery and/or the workshop areas and/or facilities at the premises is hired must not cause a noise nuisance as provided for in the Air Quality Management By-Law and the Applicant will ensure that in the event that any noise nuisance occurs then immediate steps will be taken to cease such noise nuisance.

30. FREE USE OF FACILITIES FOR ART RELATED EVENTS

- (1) Free use of the Art Gallery and/or the workshop areas and/or facilities at the premises will be applicable in respect of written applications for the following events and per approved Free Usage **form attached hereto as Schedule “1”**:
- (a) Official functions, meetings or activities of the City; subject to the availability of facilities;
 - (b) Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities; and
 - (c) Any other functions, meeting or activities in the discretion of the authorised official and subject to the availability of the facilities.
- (2) Any person or organisation utilising the facility free of charge will still remain responsible for any damage and/or breakage at the Art Gallery and/or the workshop areas and/or facilities at the premises as determined in this by-law.

CHAPTER 3

COMMUNITY ART CENTRES

31. GENERAL

- (1) Community Art Centres are facilities that offer the community an opportunity for informal and formal art education and training, participation in cultural activities and access to resources for artistic and economic empowerment.

32. RENTING OF COMMUNITY ART CENTRES

- (1) The City may, in its sole discretion, make available any Community Art Centre and/or facility at the premises, charged at the applicable tariff charge, for use by artists, art practitioners, groups and institutions within the following categories:
- (a) Centre Group Bookings: Arts and Culture Groups affiliated to the Community Art Centre charged at a rate of 50% (fifty percent) of the promulgated tariffs.
 - (b) Ad-hoc bookings charged at the promulgated tariffs.
- (2) Any person wanting to hire a Community Art Centre and/or facility at the premises may do so making a booking through the Council Booking System and as per approved tariffs as per **booking forms B1 and B2, attached hereto in “Schedule 2”**

- (3) The person completing the Booking Application will be the Applicant requesting the City for permission to hire the Community Art Centre and/or facility at the premises and will be the responsible person for any loss and/or damage suffered by the City as a result of the hiring of the Community Art Centre and/or facility at the premises by any person.
- (4) The Community Art Centres and/or facility at the premises will only be made available for Arts, Culture and Heritage functions and activities. No meetings, gatherings or functions of any private persons or entities or of the general public will be allowed in any of the Community Art Centres and/or facility at the premises.
- (5) Specialised art equipment may be booked and utilised by cultural groups, individuals and organisations at the tariff charged by the City as determined from time to time as approved for use inside the Community Art Centre and/or facility at the premises as per applicable approved tariffs.
- (6) No specialised art equipment will be let to the public for private use outside the Community Art Centres and/or facility at the premises.
- (7) **Community Art Centres and/or facility at the premises may not be used after 22:00.**

33. BOOKINGS AND PAYMENTS

- (1) **Bookings to hire the Community Art Centre and/or facility at the premises should be made with the authorised official in accordance with the terms and conditions of this by-law.**

(2) Payment of all fees for the hiring of the Community Art Centres and/or facility at the premises, together with a damage deposit determined by the City, must be made by the Applicant in accordance with the terms and conditions of this by-law, failing which the booking will lapse.

(3) The damage deposit paid by the Applicant to the City:

(a) must be paid within 7 (seven) days from making the booking;

(b) will be utilised by the City to pay for any and all damages to the Community Art Centres and/or facility at the premises and/or any other property of the City, resulting from the hiring of the Community Art Centres and/or facility at the premises by the Applicant;

(c) less any deductions for damages referred to in subsection (b) above will be refunded to the Applicant within 4 (four) weeks after the conclusion of the event; and

(d) will be paid by the City to the Applicant into a bank account elected by the Applicant in writing, supported by an original proof of banking details which must be submitted to the City together with the Application form.

(4) The Applicant, together with all people utilising the facilities may only utilise the Community Art Centres and/or facility at the premises:

- (a) for the purpose applied for by the Applicant on the application form; or
 - (b) for the purpose approved by the City; and
 - (c) subject to and in accordance with any conditions imposed and any directions given by the City.
- (5) The authorised official may in his/her sole discretion and where valid and substantial reasons exist, allow the Applicant to change the booking dates without forfeiting the deposit and fees paid to the City subject to the conditions that:
- (a) the change of the booking dates will not be to the detriment of the City;
 - (b) the Applicant informed the authorised official of the intention to change the booking date, as well as the reasons therefore, in writing not later than 21 (twenty-one) days prior to the booking date, or such shorter period determined and approved by the City in exceptional circumstances;
 - (c) the Community Art Centre and/or facility at the premises is available on the date to which the Applicant wishes to change the booking date to; and
 - (d) any other condition deemed necessary by the authorised official in the circumstances.
- (6) Any actions, activities or preparation work needed to be done prior or subsequent to an event or function, which will require the

Applicant or any other persons to occupy the Community Art Centres and/or facility at the premises for an additional period exceeding the specific date(s) for which the Community Art Centres and/or facility at the premises was reserved by the Applicant will require the Applicant to reserve and pay for the Community Art Centres and/or facility at the premises for an extra day either, prior to, or subsequent to the date of the scheduled event or function, whatever the need may be.

(7) All applications for the hiring of Community Art Centres and/or facility at the premises shall be made:

(a) in writing on the prescribed form;

(b) not less than 14 (fourteen) days prior to the event;

(c) subject to the payment of the prescribed tariff charge not less than 14 (fourteen) days prior to the event, failing which no reservation of the Community Art Centres and/or facility at the premises will be confirmed or guaranteed by the City.

(8) An Applicant, applying for the hiring of the Community Art Centres and/or facility at the premises, must:

(a) be 18 years or older; and

(b) furnish proof of his or her identity in the form of an ID document.

(9) Where an Applicant is not able to apply to the City for the hiring of the Community Art Centres and/or facility at the premises

him/herself another person may sign the form on behalf of the Applicant.

(10) Where the application for the hiring of the Community Art Centres and/or facility at the premises is made and signed on behalf of another natural person, a legal entity, or trust, the person signing the application form must furnish the authorised official with:

(a) an originally signed power of attorney as proof that he or she is authorised to apply for the hiring of the Community Art Centres and/or facility at the premises on behalf of that other person;

(b) a certified copy of the identity document of the Applicant;
and

(c) a certified copy of the identity document of the person signing the application form on behalf of the Applicant.

(11) The Applicant will be permitted to sell alcohol at the Community Art Centres and/or facility at the premises upon producing proof that the Applicant is in possession of an approved and valid Liquor License, which must be submitted to the City together with the application for hiring the Community Art Centres and/or facility at the premises.

34. AD-HOC BOOKINGS

(1) All ad-hoc bookings are subject to the terms and conditions set out in section 33 above.

(2) Operating Hours

- (a) the Applicant for an ad-hoc booking has access to the Community Art Centres and/or facility at the premises from Monday-Sunday from: 08:00-**22:00**
- (b) The Main Auditorium cannot be made available for two or more groups on the same date.

35. CENTRE GROUP BOOKINGS

- (1) To qualify as a Centre Group, a group must enter into a written agreement with the City for the regular use of designated areas within the Community Art Centre and/or facility at the premises, which will be subject to the payment of the fees charged at the tariff charge determined by the City from time to time for the use of the Community Art Centres and/or facility at the premises.
- (2) Centre Groups will be invoiced by the City on a monthly basis at the end of each month and payment must be made within 7 (seven) days of receiving the invoice.
- (3) Failure to make timeous payments of monthly fees as determined by this by-law will result in a termination of the status of the group as a Centre Group.
- (4) The authorised official in consultation with the Community Art Centre Management Committee will determine and allocate designated spaces available for hire through Centre Group Bookings.

- (5) A Centre Group wishing to hire the designated areas at the Community Art Centre and/or facility at the premises must make a Centre Group Booking, which is subject to the terms and conditions set out in section 33 above.
- (6) The main auditorium may be booked and hired by Centre Groups, but preference of the hiring of the main auditorium will be given to ad-hoc bookings.
- (7) Operating Hours:
- (a) A Centre Group who has hired the Community Art Centre and/or facility at the premises has access to the Community Art Centre and/or facility at the premises for a Centre Group Booking:
- (i) from Monday-Friday from 10:00 to 16:30; and
- (ii) in exceptional circumstances, subject to the approval of the authorised official in his or her sole discretion, on Saturday from 08:00 to 13:00.

36. CANCELLATION OF BOOKING

- (1) An Applicant who cancels a booking with the City for the hiring of Community Art Centre facilities and/or the workshop areas at the premises at least 14 (fourteen) days prior to the scheduled booking date will be reimbursed for 50% of the booking fees.**
- (2) An Applicant who cancels a booking with the City for the hiring of the Community Art Centre and/or facility at the premises less than**

14 (fourteen) days prior to the scheduled booking date will forfeit the booking fee, but the damage deposit will be reimbursed by the City to the Applicant in full.

(3) An Applicant will be entitled to postpone and/or reschedule a booking with the City for the hiring of the Community Art Centre and/or facility at the premises once subject to:

(a) the conditions set out in subsection (1) and (2) above; and

(b) the availability of the Community Art Centre and/or facility at the premises for the requested date.

37. LIABILITY

(1) The City shall not be liable or responsible for:

(a) any damage or loss suffered by any person, for any reason, or as a result of any:

(i) defect of any electrical installation, machine, appliance, equipment or infrastructure at the Community Art Centre and/or facility at the premises; or

(ii) deficiency or interruption of the power or water supply.

(b) any damage or loss of any property or goods, of whatever nature as a result of whatever reason, which belongs to the Applicant or any other person.

- (1) Any person enters the property of the City at his or her own risk and the City shall not be liability in respect of death, injury, loss or damage of whatever nature.
- (2) Restricted areas must be clearly marked and indicated as such by the City.
- (3) All restricted areas not to be entered by members of the public and entrance into any restricted areas are prohibited and visible signs of no entrance will be placed at all restricted areas.
- (4) **In case when a facility is rented out the Applicant must ensure that sufficient security is provided to control the attendance of people and ensure that all safety protocol is adhered to.**
- (5) **As a result of the recent outbreak of the worldwide Covid-19 pandemic, the use of facilities must comply with national safety and health regulations which might change from time to time.**
- (6) **It is the responsibility the Applicant to ensure that all Health and Safety precautions are taken to with comply national and local standard operating procedures.**
- (7) **It is the responsibility of the Applicant to familiarise themselves with the latest regulations and conditions to avoid the spreading of the virus.**

38. CONDITION OF PREMISES

- (1) **The Applicant must visit and inspect the condition of the premises prior to make a booking. It is therefore assumed that the Applicant**

is satisfied with the conditions of the premise prior to make a booking.

- (2) Should the Applicant fail to inspect the premises, or fail to report defects at the premises to the authorised official in writing as required by this by-law, it shall be deemed that everything at the premises was in a proper state of repair and in proper working order when the Applicant assumed responsibility therefor.
- (3) The facilities must be left in the same condition by the Applicant as it were when the Applicant assumed responsibility therefor.
- (4) The authorised official of the City has to inspect the Community Art Centre and/or facility at the premises with the Applicant within 3(three) days but prior to hiring the Art Gallery and/or the workshop areas and/or facilities at the premises to another person and record any damage or loss at the Community Art Centre and/or facility at the premises.
- (5) In the event that the Applicant fails to attend the inspection with the authorised official for whatever reason, the inspection report of the authorised official will be accepted as an accurate reflection of the condition of the Community Art Centre and/or facility at the premise and/or equipment hired.
- (6) The Applicant will be responsible for any loss and/or damage suffered by the City of whatever nature as a result of the hiring of the Community Art Centre and/or facility at the premises or as a result of the actions or failure to act by any person during the time

that the Applicant assumed responsibility of the Community Art Centre and/or facility at the premises.

(7) The Applicant must ensure that electricity usage is kept to a minimum, particularly when the Community Art Centre and/or facility at the premises is not in use, which will include the switching off of all non-essential lights.

(8) The Applicant will be responsible to keep the facilities in a clean, tidy and sanitary condition during and after the use thereof.

(9) The Applicant must ensure that all waste generated during the use of the Community Art Centre and/or facility at the premises is disposed of legally and lawfully and in accordance with the requirements of the applicable legislative provisions.

39. RIGHT OF ADMISSION AND CONDUCT DURING FUNCTIONS

(1) The Applicant is afforded the right in terms of the provisions of this by-law to reserve admission to the Community Art Centre and/or facility at the premises hired by him/her.

(2) The Applicant will be responsible to ensure that the following conditions of the City for the hiring of the Community Art Centre and/or facility at the premises are adhered to by all persons present at the Community Art Centre and/or facility at the premises:

(a) No person shall be admitted or allowed to remain at the Community Art Centre and/or facility at the premises if that person:

- (i) Causes a disturbance; or
- (ii) In the opinion of the Applicant or the authorised official seems to be intoxicated or under the influence of any substance.
- (b) No person shall be permitted to dance in dance halls with synthetic floors unless appropriate shoes are worn, and no substance of any kind should be used that may damage the flooring.
- (c) No overcrowding shall take place, and the number of persons allowed in the facility shall be limited to the seating accommodation available. When the available seating accommodation has been occupied, the Applicant shall prevent the admittance of any persons in excess of such seating capacity.
- (d) No person shall be allowed to congregate in the passages, aisles or doorways leading to such hall.
- (e) All requirements, as determined and prescribed by the City from time to time, relating to the carrying of firearms and ammunition.
- (f) Nobody is allowed to enter prohibited or restricted areas as designated by the City.

- (g) The terms and provisions of all applicable legislation including but not limited to the Public Gatherings Act (Act No. 205 of 1993).**
- (h) The purpose for which the Community Art Centre and/or facility at the premise is hired must not cause a noise nuisance as provided for in the Air Quality Management By-Law and the hirer will ensure that in the event that any noise nuisance occurs then immediate steps will be taken to cease such noise nuisance.**
- (3) The authorised official of the City will be entitled at all times to enter the Community Art Centre and/or facility at the premise hired by the Applicant in terms of this By-Law.**

40. STIPULATIONS REGARDING USE OF FACILITIES

- (1) No banners, notices, signs, pamphlets or any other promotional material may be erected, mounted or fixed to any structure at the Community Art Centre and/or facility at the premise without the prior written approval of the authorised official.
- (2) If written approval is granted by the authorised official for the erection, mounting or fixing of banners, notices, signs, pamphlets or any other promotional material at the Community Art Centre and/or facility at the premise, such banners, notices, signs, pamphlets or any other promotional material must be removed at the end of the event for which the venue was hired.

- (3) Any damage or loss caused as a result of for the erection, mounting or fixing of banners, notices, signs, pamphlets or any other promotional material at the Community Art Centre and/or facility at the premise will be deducted from the security deposit and/or paid by the Applicant.
- (4) Floral arrangements, lights and any other decorations that the Applicant intend to use to decorate the Community Art Centre and/or facility at the premise at the premises may only be:
 - (a) utilised with the prior written approval of the authorised official;
 - (b) prepared outside of the Community Art Centre and/or facility at the premise at the premises; and
 - (c) setup on the date that the Applicant had made the booking for.
- (5) No screws or nails or any other materials that may cause damage may be used on floors, walls, doors, ceilings etc.
- (6) No work or alterations may be done on the electrical fittings of the Community Art Centre and/or facility at the premise may be undertaken except with the permission of the delegated official.
- (7) Any additional lighting, electrical appliances or electrical art works may only be used with prior written approval by the authorised official.
- (8) No storage of any items at any time by the Applicant or any other person will be permitted or allowed in the Community Art Centre and/or facility at the premise and/or entrances and/or exits and/or fire escapes.

- (9) No advertisements or other commercial notices may be placed at the Community Art Centre and/or facility at the premise at the premises without the prior written approval of the authorised official.
- (10) Marketing of community-initiated events are the sole responsibility of the Applicant.
- (11) The contents of all press releases, radio interviews, posters, advertisements etc. regarding an event which is scheduled to take place at the Community Art Centre and/or facility at the premise are subject to the prior written approval of the authorised official.

41. SMOKING, OPEN FLAMES, HEATING AND COOKING

- (1) No smoking is permitted inside the Community Art Centre and/or facility at the premise;
- (2) Smoking is only allowed outside the Community Art Centre and/or facility at the premise in the designated smoking areas;
- (3) The use of open flames is not permitted in the Community Art Centre and/or facility at the premise;
- (4) Candles must be void of dripping and only used provided that they are in approved candleholders or chandeliers;
- (5) There are no cooking facilities for hire inside the Community Art Centre and/or facility at the premise;

- (6) No cooking or preparation of food is allowed inside the Community Art Centre and/or facility at the premise.
- (7) No refreshments or beverages are allowed in display areas, except under supervision of the delegated official.
- (8) Permission must be granted by the delegated official of all entertainment, playing of music and/or sound.
- (9) No photographing of artworks is allowed except by the prior permission of the artist.

42. VACATING OF PREMISES

- (1) The Applicant and all persons attending or working at the event at the Community Art Centre and/or facility at the premise must vacate the premises not later than the time specified in this by-law or determined by the authorised official.
- (2) All equipment and function-related movable objects and material must be removed from the premises on the last day of the event or function.
- (3) The City reserves the right to dispose of any material that is left unattended for a period of 3 (three) months unless necessary arrangements have been made with the authorised official.
- (4) All waste generated during the hiring of the Community Art Centre and/or facility at the premise must be collected and removed by the Applicant and disposed of lawfully and in accordance with the requirements of the applicable legislation.

43. PROPERTY OF THE CITY

No person shall move, transfer or remove any items, furniture, fittings, equipment, articles or property of whatever nature belonging to the City from the Community Art Centre and/or facility at the premise without the prior written consent of the authorised official.

44. ADMISSION OF PUBLIC AND SELLING OF TICKETS

The Applicant shall be responsible for all arrangements and compliance with all legislative provisions relating to the admission of the public to the Community Art Centre and/or facility at the premise and the selling of tickets to the public.

45. ELECTRICAL-, LIGHTING- AND SOUND SYSTEMS

- (1) Basic electric, lighting and the sound system in the Community Art Centre and/or facility at the premise will be controlled by the Applicant.
- (2) Specialised equipment can only be used by a qualified Lighting and Sound Technician.
- (3) Food may only be cooked and/or prepared in designated areas/rooms as specified by the authorised official.

46. PUBLIC SHOWS

- (1) The contents of any production, film, slides, video show or presentation must be approved by the authorised official.

- (2) In the event that any production, film, slides, video show or presentation is indecent in the opinion of the City, such production, presentation, film, slide- or video show shall be prohibited and the booking contract with the Applicant cancelled in the sole discretion of the authorised official.
- (3) The City shall not be liable for any loss or damage as a result of a prohibition or cancellation of an event described in subsection (1) above.
- (4) Should the Applicant use any venue for a film show or slide show he shall appoint qualified/skilled operators at his own cost.

47. COPYRIGHT

- (1) The Applicant shall be responsible to comply with all legislative provisions pertaining to any musical work and for the usage and/or performance thereof in any form.
- (2) The City may demand proof of compliance with all legislative provisions prior to the performance or exhibition, and failure by the Applicant to produce such proof shall entitle the City to cancel the booking of Community Art Centre and/or facility at the premise.
- (3) In the event that a booking of Community Art Centre and/or facility at the premise is cancelled due to a failure by the Applicant to comply with the legislative provisions described above or failure by the Applicant to

produce proof of compliance upon request from the City, the City shall not be liable to pay back any booking fees received in advance.

- (4) The filming, recording or photographing of a performance is prohibited unless prior permission is granted by the producer.
- (5) Upon the completion of a performance, the Applicant shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:
 - (a) the title of performed work;
 - (b) the number of times performed;
 - (c) the description;
 - (d) the author;
 - (e) the composer;
 - (f) the arranger; and
 - (g) the publisher.

48. PROTECTION AGAINST FIRE OR ACCIDENT

- (1) No Applicant shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the Community Art Centre and/or facility at the premise including in theatres, other venues, passage or corridor allowing entrance thereto.
- (2) The Applicant or his/her employee or agent shall not bring, keep, use or allow the bringing, keeping or using of any fireworks, loaded firearm, petrol, benzene, alcoholic or any other flammable liquid or substance of whatsoever nature onto the premises, nor take or permit or allow the

taking or permitting of any action in or at the facilities, which may increase the risk of fire.

- (3) The Applicant shall at all-time exercise proper control over the handling and use of electrical appliances and equipment and shall take all precautions to prevent or minimise the danger or loss or damage through fire.

49. UTILISATION OF COMMUNITY ART CENTRE FOR OTHER PURPOSES

- (1) Any Community Art Centres and/or facility at the premises may only be utilised and hired by an Applicant for the purpose set out in this by-law.
- (2) The purpose for which a Community Art Centre and/or facility at the premises may be utilised and hired by an Applicant, as set out in this by-law may only be changed and amended by means of a council resolution adopted by the municipal council of the City at a council meeting.

50. FREE USE OF FACILITIES

- (1) Free use of the Community Art Centre and/or facility at the premises will be applicable in respect of written applications on the approved Free Usage form attached **hereto as Schedule "1"** for the following events:
 - (a) Official functions, meetings or activities of the City; subject to the availability of facilities;

- (b) Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities; and
 - (c) Any other functions, meeting or activities in the discretion of the authorised official and subject to the availability of the facilities.
- (2) Any person or organisation utilising the facility free of charge will still remain responsible for any damage and/or breakage at the Community Art Centre and/or facility at the premises as determined in this by-law.

CHAPTER 4

MUSEUMS AND HERITAGE FACILITIES

51. RENTING OF MUSEUMS

- (1) The City may, in its sole discretion, make available any of its museums, heritage facilities, lecture rooms and kitchen facilities at the premises, to be rented by members of the public for any Arts, Culture and Heritage related events.
- (8) Any person wanting to hire a museum, heritage facility, lecture rooms and kitchen facilities at the premises may do so by making a booking as per the Council Booking System as per booking forms B1 and B2 , **attached hereto in “Schedule 2”**.
- (9) The person completing the Booking Application will be the Applicant requesting the City for permission to hire the museum, heritage facility, lecture rooms and kitchen facilities at the premises and will be the responsible person for any loss and/or damage suffered by the City as a result of the hiring of the museum, lecture rooms and kitchen facilities at the premises by any person.
- (10) (a) no visitors will be allowed to enter a heritage facility or a museum without signing in at the security control point
- (b) A delegated official reserves the right not to allow visitors if he or she suspects there might be a risk of harm on the part of the visitors or collections or any other valid justifiable reason.

52. BOOKINGS AND PAYMENTS

- (1) Bookings to hire the museum, heritage facility, lecture rooms and kitchen facilities at the premises should be made at least 14 (fourteen) days prior to the envisaged booking date.

- (2) Payment of all fees for the hiring of the museum, heritage facility, lecture rooms and kitchen facilities at the premises, together with a damage deposit determined by the City, must be made by the Applicant in full at least 7 (seven) days prior to the booking date, failing which the booking will lapse.

- (3) The damage deposit paid by the Applicant to the City:
 - (a) will be utilised by the City to pay for any and all damages to the museum, lecture rooms and kitchen facilities at the premises and/or any other property of the City, resulting from the hiring of the museum, heritage facility, lecture rooms and kitchen facilities at the premises by the Applicant;
 - (b) less any deductions for damages referred to in subsection (a) above will be refunded to the Applicant within 4 (four) weeks after the conclusion of the event; and
 - (c) will be paid by the City to the Applicant into a bank account elected by the Applicant in writing, supported by an original proof of banking details which must be submitted to the City together with the Application form.

- (4) The Applicant, together with all people utilising the facilities may only utilise the museum, lecture rooms and kitchen facilities at the premises:
- (a) for the purpose applied for by the Applicant on the application form; or
 - (b) for the purpose approved by the City; and
 - (c) subject to and in accordance with any conditions imposed and any directions given by the City.
- (5) The purpose for which the museum, heritage facility, lecture rooms and kitchen facilities at the premises is hired must not cause a noise nuisance as provided for in the Air Quality Management By-Law and the hirer will ensure that in the event that any noise nuisance occurs then immediate steps will be taken to cease such noise nuisance.
- (6) Bookings of the museum, heritage facilities, lecture rooms and kitchen facilities at the premises will only be made on weekdays from 09:00 to 15:00 by the authorised official.
- (7) Operating Hours:
- (a) An Applicant who has booked the museum, heritage facility, lecture rooms and kitchen facilities at the premises has access to the museum, lecture rooms and kitchen facilities at the premises for the hiring thereof at any of the following time slots:
 - (i) from Monday to Saturday from 09:00 to 16:00;

- (iii) from Monday to Saturday from 16:00 **to 22:00; and**
- (ii) in exceptional circumstances, subject to the approval of the authorised official in his or her sole discretion, on Sundays and Public Holidays from 8:00 to 17:00

53. CANCELLATION OF BOOKING

- (1) An Applicant who cancels a booking with the City for the hiring Museum and Heritage Facility and/or the workshop areas at the premises at least 14 (fourteen) days prior to the scheduled booking date will be reimbursed for 50% of the booking fees.
- (2) An Applicant who cancels a booking with the City for the hiring of the museum, lecture rooms and kitchen facilities at the premises less than 14 (fourteen) days prior to the scheduled booking date will forfeit the booking fee, but the damage deposit will be reimbursed by the City to the Applicant in full.
- (3) An Applicant will be entitled to postpone and/or reschedule a booking with the City for the hiring of the museum, lecture rooms and kitchen facilities at the premises once subject to:
 - (a) the conditions set out in subsection (1) and (2) above; and
 - (b) the availability of the museum, lecture rooms and kitchen facilities at the premises for the requested date.

54. CONDITION OF PREMISES

- (1) The museum, lecture rooms and kitchen facilities at the premises shall be inspected by the Applicant prior to the scheduled booking date and all defects to the facilities should be reported, in writing, to the authorised official of the City.
- (2) Should the Applicant fail to inspect the premises, or fail to report defects at the premises to the authorised official in writing as required by this by-law, it shall be deemed that everything at the premises was in a proper state of repair and in proper working order when the Applicant assumed responsibility therefor.
- (3) The museum lecture rooms and kitchen facilities at the premises must be left in the same condition by the Applicant as it were when the Applicant assumed responsibility therefor.
- (4) The authorised official of the City has to inspect the museum, heritage facility, lecture rooms and kitchen facilities at the premises with the Applicant within 3 (three) days prior to hiring the museum, heritage facility, lecture rooms and kitchen facilities at the premises to another person and record any damage or loss at the museum, heritage facility, lecture rooms and kitchen facilities at the premises.
- (5) In the event that the Applicant fails to attend the inspection with the authorised official for whatever reason, the inspection report of the authorised official will be accepted as an accurate reflection of the

condition of the museum, lecture rooms and kitchen facilities at the premises hired.

- (6) The Applicant will be responsible for any loss and/or damage suffered by the City of whatever nature as a result of the hiring of the museum, lecture rooms and kitchen facilities at the premises or as a result of the actions or failure to act by any person during the time that the Applicant assumed responsibility of the museum, lecture rooms and kitchen facilities at the premises.
- (7) The Applicant must ensure that electricity usage is kept to a minimum, particularly when the museum, lecture rooms and kitchen facilities at the premises is not in use, which will include the switching off of all non-essential lights.
- (8) The Applicant will be responsible to keep the facilities in a clean, tidy and sanitary condition during and after the use thereof.
- (9) The Applicant must ensure that all waste generated during the use of the museum, lecture rooms and kitchen facilities at the premises is disposed of legally and lawfully and in accordance with the requirements of the applicable legislative provisions.

55. FREE USE OF FACILITIES

- (1) Free use of the museum, lecture rooms, heritage facility and kitchen facilities at the premises will be applicable in respect of written applications on the approved free usage form attached **hereto a Schedule "1" for the following events:**

- (a) Official functions, meetings or activities of the City; subject to the availability of facilities;
- (b) Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities; and
- (c) Any other functions, meeting or activities in the discretion of the authorised official and subject to the availability of the facilities.

(2) Any person or organisation utilising the facility free of charge will still remain responsible for any damage and/or breakage at the museum, lecture rooms and kitchen facilities at the premises as determined in this by-law.

(56) SECURITY AND PROTOCOL

- (1) **Restricted areas must be clearly marked and indicated as such by the City.**
- (2) **All restricted areas not to be entered by members of the public and entrance into any restricted areas are prohibited and visible signs of no entrance will be placed at all restricted areas.**
- (3) **In case when a facility is rented out the Applicant must ensure that sufficient security is provided to control the attendance of people and ensure that all safety protocol is adhered to.**
- (4) **As a result of the recent outbreak of the worldwide Covid-19 pandemic, the use of facilities must comply with national safety and health regulations which might change from time to time.**

- (5) **It is the responsibility the Applicant to ensure that all Health and Safety precautions are taken to with comply national and local standard operating procedures.**
- (6) **It is the responsibility of the Applicant to familiarise themselves with the latest regulations and conditions to avoid the spreading of the virus.**

CHAPTER 5

CIVIC THEATRES

57. RENTING OF CIVIC THEATRES

- (1) The City may, in its sole discretion, make available any of its Civic Theatres and facilities at the premises, which includes theatres, amphitheatres and cellars, to be rented by members of the public for any creative arts and cultural industry related events.
- (2) Any person wanting to hire a Civic Theatre and/or facilities at the premises may do so by completing the Application **form B1 and B2 annexed hereto as Schedule “2”** and complying with the requirements as set out in this chapter.
- (3) The person completing the Application form will be the Applicant requesting the City for permission to hire the Civic Theatre and facilities at the premises and will be the responsible person for any loss and/or damage suffered by the City as a result of the hiring of the Civic Theatre and facilities at the premises by any person.

58. BOOKINGS AND PAYMENTS

- (1) Bookings to hire the Civic Theatre and facilities at the premises should be made not more than 6 months in advance, but at least 21 (twenty-one) days prior to the envisaged booking date.
- (2) Payment of all fees for the hiring of the Civic Theatre and facilities at the premises, together with a damage deposit determined by the City, must be made by the Applicant in full at least 21 (twenty-one) days prior to the booking date, failing which the booking will lapse.
- (3) No public announcements shall be made regarding any event or function planned at the Civic Theatre and facilities at the premises prior to receipt of written confirmation of the booking from the authorised official.
- (4) The damage deposit paid by the Applicant to the City:
 - (a) will be utilised by the City to pay for any and all damages to the Civic Theatre and facilities at the premises and/or any other property of the City, resulting from the hiring of the Civic Theatre and facilities at the premises by the Applicant;
 - (b) less any deductions for damages referred to in subsection (a) above will be refunded to the Applicant within 4 (four) weeks after the conclusion of the event; and
 - (c) will be paid by the City to the Applicant into a bank account elected by the Applicant in writing, supported by an original proof

of banking details which must be submitted to the City together with the Application form.

- (5) The Applicant, together with all people utilising the facilities may only utilise the Civic Theatre and facilities at the premises:
- (a) for the purpose applied for by the Applicant on the application form;
 - (b) for the purpose approved by the City; and
 - (c) subject to and in accordance with any conditions imposed and any directions given by the City.
- (6) Bookings of the Civic Theatre and facilities at the premises will be made on weekdays from 9:00 to 16:00 by the authorised official.
- (7) Operating Hours:
- (a) An Applicant who has booked the Civic Theatre and facilities at the premises has access to the museum, lecture rooms and kitchen facilities at the premises for the hiring thereof at any of the following time slots:
 - (i) from Monday to Saturday 10:00 **to 22:00;**

- (ii) in exceptional circumstances, subject to the approval of the authorised official in his or her sole discretion, on Sundays and Public Holidays from 10:00 **to 22:00**;

59. CANCELLATION OF BOOKING BY APPLICANT

- (1) An Applicant who cancels a booking with the City for the hiring of a Civic Theatre and facilities at the premises at least 21 (twenty-one) days prior to the scheduled booking date will be reimbursed 50% of booking fee.
- (2) **An Applicant who cancels a booking with the City for the hiring of the Civic Theatre and facilities at the premises less than 21 (twenty-one) days prior to the scheduled booking date will forfeit the booking fee, but the damage deposit will be reimbursed by the City to the Applicant in full.**
- (3) An Applicant will be entitled to postpone and/or reschedule a booking with the City for the hiring of the Civic Theatre and facilities at the premises once subject to:
 - (a) the conditions set out in subsection (1) and (2) above; and
 - (b) the availability of the Civic Theatre and facilities at the premises for the requested date.

60. RIGHT OF CITY TO CANCEL OR TERMINATE BOOKING

- (1) The authorised official may cancel any booking or hiring of the Civic Theatre and facilities at the premises on the following grounds:
- (a) if the advertised programme contains material which could infringe on any copyright;
 - (b) if the programme contains material that indicates that the production should be banned by an authority body for the Performing Arts in South Africa.
 - (c) if the Applicant or any of the persons present at the event or function transgresses the provisions of this by-law or any part thereof.
 - (d) for any other reason that the authorised official identifies or becomes aware of which necessitates cancelling of the booking to ensure that the event or the advertised programme of the event:
 - (i) does not cause loss of or damage to property of the City or any person;
 - (ii) does not cause a disruption of municipal services;
 - (iii) does not cause injury to any person;
 - (iv) does not endanger public safety within the municipal area of the City;
 - (v) does not disturb law and order within the municipal area of the City

- (vi) does not breach or offends community values; or
 - (vii) transgress or cause any person to transgress any legislative provisions.
- (2) In the event of the booking is cancelled or terminated in terms of the provisions of this section, the City shall:
- (a) in the instance that the booking is cancelled prior to the event: reimburse the Applicant the full booking amount, excluding interest;
 - (b) in the event that the booking is terminated on the date of the event: a pro-rata amount, calculated by the authorised official in his sole discretion, will be paid to the Applicant.
- (3) In the event of the booking is cancelled or terminated in terms of the provisions of this section, the City shall not be liable for any loss or damages suffered by the Applicant or any other party or any costs incurred by the Applicant or any other party resulting from the cancellation or termination of the event.

61. STAND-BY DUTY BY FIRE BRIGADE

- (1) All applications for the renting of the Civic Theatre and facilities at the premises shall be presented to the Chief Fire Officer of the City for approval by the authorised official prior to approving the booking.

- (2) In the event that the Chief Fire Officer of the City deems it necessary, or if the nature and/or size of an event or function necessitates same the Chief Fire Officer may approve the application subject to the:
- (a) compulsory presence of a fireman or firemen at the Civic Theatre and facilities at the premises on the date of the event or function for which the booking is made;
 - (b) the payment of the prescribed tariff charge by the Applicant for the presence of the fireman or firemen at the event or function, as determined by the City from time to time; and
 - (c) **all legislative provisions, including the provisions of any National legislation, Provincial legislation and by-laws relating to Fire and Emergency Services.**

62. RIGHT OF ADMISSION AND CONDUCT DURING FUNCTIONS

- (1) The Applicant is afforded the right in terms of the provisions of this by-law to reserve admission to the Civic Theatre and facilities at the premises hired by him/her.
- (2) The Applicant will be responsible to ensure that the following conditions of the City for the hiring of the Civic Theatre and facilities at the premises are adhered to by all persons present at the Civic Theatre and facilities at the premises:
- (a) No person shall be admitted or allowed to remain at the Civic Theatre and facilities at the premises if that person:
 - (i) Causes a disturbance; or

- (ii) In the opinion of the Applicant or the authorised official seems to be intoxicated or under the influence of any substance.
 - (b) No overcrowding shall take place, and the number of persons allowed in the facility shall be limited to the number of seats available.
 - (c) When the available seats have been occupied, the Applicant shall prevent the admittance of any persons in excess of such seating capacity.
 - (d) No person shall be allowed to congregate in the passages, aisles, doorways or entrances.
 - (e) All requirements, as determined and prescribed by the City from time to time, relating to the carrying of firearms and ammunition.
 - (f) Nobody is allowed to enter prohibited or restricted areas as designated by the City.
 - (g) The terms and provisions of all applicable legislation including but not limited to the Public Gatherings Act (Act No. 205 of 1993).
 - (h) The cast or production group should not exceed 200 persons at one time within the Civic Theatre and facilities at the premises.
- (11) The authorised official of the City will be entitled at all times to enter the Civic Theatre and facilities at the premises hired by the Applicant in terms of this By-Law.

63. ADMISSION OF PUBLIC AND SELLING OF TICKETS

The Applicant shall be responsible for all arrangements and compliance with all legislative provisions relating to the admission of the public to the Civic Theatre and facilities at the premises and the selling of tickets to the public. This will include:

- (1) All arrangements in connection with tickets, programmes and publicity.
- (2) All arrangements in connection with the admission of the public to the Civic Theatre and facilities at the premises, control of admission, ushering to seats as well as the sale of refreshments, shall be controlled by the delegated official in charge.
- (3) The Applicant shall use the prescribed tickets of the Civic Theatre which are available at a tariff charge determined by the City from time to time.
- (4) A tariff charge as determined by the City from time to time shall be levied on all tickets and programmes sales handled by the Civic Theatre and or staff of the City.

64. ELECTRICAL LIGHTING AND COOKING APPARATUS

- (1) Basic and specialised electric, lighting and the sound system equipment at the Civic Theatre and facilities at the premises will only be controlled and operated by the authorised official.
- (2) The Applicant is liable to pay the applicable tariff charge as determined by the City from time to time for the services rendered by the authorised official in controlling and operating the electric, lighting and the sound system equipment at the Civic Theatre and facilities at the premises at the Applicant's event or function.
- (3) **The authorised official shall be responsible for the switching on, prior to the performance, and the switching off, after the performance, all tail lights, air-conditioning units and the electricity in the Civic Theatre and facilities at the premises.**

65. PROPERTY OF THE CITY

- (1) No person shall move, transfer or remove any items, furniture, fittings, equipment, articles or property of whatever nature belonging to the City from the Civic Theatre and facilities at the premises without the prior written consent of the authorised official.
- (2) No chairs, benches or tables shall be brought into the Civic Theatre and facilities at the premises except for use on the stage during a performance with the prior written consent of the authorised official.
- (3) The authorised official in charge may prohibit the use of any items, furniture, fittings, equipment, articles or stage props which may cause damage to the Civic Theatre and facilities at the premises.

- (4) No alterations or changes may be made to the stage, stage curtains, loose equipment or other fittings without the prior written consent of the authorised official.
- (5) The stage, public announcement system, lighting system and professional services of the Civic Theatre and facilities at the premises may be made available to other Departments of the City at a promulgated fee or free of charge in terms of the provisions of this by-law.

66. ADVERTISEMENTS, MARKETING AND COMMERCIAL ACTIVITIES

- (1) No advertisements or other commercial notices may be placed at the Civic Theatre and facilities at the premises without the prior written approval of the authorised official.
- (2) Marketing of event or function is the sole responsibility of the Applicant.
- (3) The contents of all press releases, radio interviews, posters, advertisements etc. regarding an event or function which is scheduled to take place at the Civic Theatre and facilities at the premises are subject to the prior written approval of the authorised official.

67. SETTING UP FOR EVENTS AND FUNCTIONS

- (1) No banners, notices, signs, pamphlets, posters, decorations, flags or other displays or any other promotional material may be erected, mounted or fixed to any structure at the Civic Theatre and facilities at the premises without the prior written approval of the authorised official.

- (2) If written approval is granted by the authorised official for the erection, mounting or fixing of banners, notices, signs, pamphlets, posters, decorations, flags or other displays or any other promotional material at the Civic Theatre and facilities at the premises, such banners, notices, signs, pamphlets or any other promotional material must be removed at the end of the event or function for which the venue was hired.
- (3) Any damage or loss caused as a result of for the erection, mounting or fixing of banners, notices, signs, pamphlets, posters, decorations, flags or other displays or any other promotional material at the Civic Theatre and facilities at the premises will be deducted from the security deposit and/or paid by the Applicant.
- (4) No interior decorations of whatever nature may be erected, mounted or fixed to the floors, walls, ceilings or any structure or part thereof at Civic Theatre and facilities at the premises without the prior written approval of the authorised official.
- (5) If written approval is granted by the authorised official for the erection, mounting or fixing of interior decorations of whatever nature at the Civic Theatre and facilities at the premises, such interior decorations must be removed at the end of the event or function for which the venue was hired.
- (6) Any damage or loss caused as a result of for the erection, mounting or fixing of interior decorations of whatever nature at the Civic Theatre and facilities at the premises will be deducted from the security deposit and/or paid by the Applicant.

- (7) Floral arrangements, lights and any other decorations that the Applicant intend to use to decorate the Civic Theatre and facilities at the premises may only be:
 - (a) utilised with the prior written approval of the authorised official;
 - (b) prepared outside of the Civic Theatre and facilities at the premises;
 - (c) setup on the date that the Applicant had made the booking for.
- (8) No screws, nails, drawing pins, staples, adhesive tape or any other materials that may cause damage may be used on floors, walls, doors, ceilings or any other structure at the Civic Theatre without the prior written approval of the authorised official.
- (9) Any damage or loss caused as a result of for the use of screws, nails, drawing pins, staples, adhesive tape or any other materials at the Civic Theatre and facilities at the premises will be deducted from the security deposit and/or paid by the Applicant.
- (10) No work or alterations may be done on the electrical fittings of the Civic Theatre and facilities at the premises may be undertaken except with the permission of the delegated official.
- (11) Any additional lighting, electrical appliances or electrical art works may only be used with prior written approval by the authorised official.
- (12) No storage of any items at any time by the Applicant or any other person will be permitted or allowed in the Civic Theatre and facilities at the premises and/or entrances and/or exits and/or fire escapes.

68. PROHIBITION ON SALE AND USE OF REFRESHMENTS

It is a strict term and condition for the renting of the Civic Theatre and facilities at the premises that the Applicant shall not:

- (a) bring or allow any other person to use or to bring any illegal substance of any nature into the Civic Theatre and facilities at the premises.**
- (b) bring or allow any other person to bring any alcoholic or other beverages of any nature into the Civic Theatre and facilities at the premises.**
- (c) bring or allow any other person to bring any alcoholic or other beverages of any nature into the Civic Theatre and facilities at the premises for consumption backstage or in dressing rooms, without the prior consent of the delegated official in charge.**
- (a) sell any refreshments, beverages, sweets or chocolates without prior approval by the delegated official**
- (b) allow the selling cigarettes, cigars or any tobacco or tobacco products to the public.**
- (f) allow any social function to be held in any part of the Civic Theatre and facilities at the premises after a performance without the permission of the delegated official.**

69. VACATING OF PREMISES

- (1) The Applicant and all persons attending or working at the event at the Civic Theatre and facilities at the premises must vacate the premises not later than the time specified in this by-law or determined by the authorised official.
- (2) If the premises are not vacated as per the time specified in this by-law or determined by the authorised official a penalty tariff will be paid per hour.
- (3) All equipment and event or function-related movable objects, equipment and material must be removed from the premises on the last night of the event or function, unless the authorised official has granted an extension of time for the removal thereof.
- (4) The City reserves the right to dispose of any material that is left unattended for a period of 3 (three) months unless necessary arrangements have been made with the authorised official
- (5) All waste generated during the hiring of the Civic Theatre and facilities at the premises must be collected and removed by the Applicant and disposed of lawfully and in accordance with the requirements of the applicable legislation.

70. PROTECTION AGAINST FIRE OR ACCIDENT

- (1) No Applicant shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the Civic Theatre and facilities at the premises including in theatres, other venues, passage or corridor allowing entrance thereto.

- (2) The Applicant or his/her employee or agent shall not bring, keep, use or allow the bringing, keeping or using of any fireworks, loaded firearm, petrol, benzene, alcoholic or any other flammable liquid or substance of whatsoever nature onto the premises, nor take or permit or allow the taking or permitting of any action in or at the facilities, which may increase the risk of fire.
- (3) The Applicant shall at all-time exercise proper control over the handling and use of electrical appliances and equipment and shall take all precautions to prevent or minimise the danger or loss or damage through fire.
- (3) The purpose for which the Civic Theatre and facilities at the premises is hired must not cause a noise nuisance as provided for in the Air Quality Management By-Law and the hirer will ensure that in the event that any noise nuisance occurs then immediate steps will be taken to cease such noise nuisance.

71. **SECURITY AND PROTOCOL**

- (1) **Restricted areas must be clearly marked and indicated as such by the City.**
- (2) **All restricted areas not to be entered by members of the public and entrance into any restricted areas are prohibited and visible signs of no entrance will be placed at all restricted areas.**
- (3) **In case when a facility is rented out the Applicant must ensure that sufficient security is provided to control the attendance of people and ensure that all safety protocol is adhered to.**

(4) As a result of the recent outbreak of the worldwide Covid-19 pandemic, the use of facilities must comply with national safety and health regulations which might change from time to time.

(5) It is the responsibility the Applicant to ensure that all Health and Safety precautions are taken to with comply national and local standard operating procedures.

(6) It is the responsibility of the Applicant to familiarise themselves with the latest regulations and conditions to avoid the spreading of the virus.

72. PUBLIC SHOWS

- (1) The contents of any production, film, slides, video show or presentation must be approved by the authorised official.
- (2) In the event that any production, film, slides, video show or presentation is indecent in the opinion of the City, such production, presentation, film, slide- or video show shall be prohibited and the booking contract with the Applicant cancelled in the sole discretion of the authorised official.
- (3) The City shall not be liable for any loss or damage as a result of a prohibition or cancellation of an event described in subsection (1) above.
- (4) Should the Applicant use any venue for a film show or slide show he shall appoint qualified/skilled operators at his own cost.

73. ELECTRICAL-, LIGHTING- AND SOUND SYSTEMS

- (1) Basic electric, lighting and the sound system in the Civic Theatre and facilities at the premises will be controlled by City officials or by hirer under supervision of the delegated official.
- (2) Specialised equipment and electrical distribution boxes may only be utilised and operated by qualified and authorised City officials.
- (3) All electrical connections to the Civic Theatre electrical outlets shall be certified to be in working order and safe for use in terms of applicable legislative provisions.

74. COPYRIGHT

- (1) The Applicant shall be responsible to comply with all legislative provisions pertaining to any musical work and for the usage and/or performance thereof in any form.
- (2) The City may demand proof of compliance with all legislative provisions prior to the performance or exhibition, and failure by the Applicant to produce such proof shall entitle the City to cancel the booking of the Civic Theatre and facilities at the premises.
- (3) In the event that a booking of the Civic Theatre and facilities at the premises is cancelled due to a failure by the Applicant to comply with the legislative provisions described above or failure by the Applicant to produce proof of compliance upon request from the City, the City shall not be liable to pay back any booking fees received in advance.

- (4) The filming, recording or photographing of a performance is prohibited unless prior permission is granted by the producer.
- (5) Upon the completion of a performance, the Applicant shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:
 - (a) the title of performed work;
 - (b) the number of times performed;
 - (c) the description;
 - (d) the author;
 - (e) the composer;
 - (f) the arranger; and
 - (g) the publisher.

75. UTILISATION OF CIVIC THEATRES FOR OTHER PURPOSES

- (1) Any Civic Theatre and facilities at the premises may only be utilised and hired by an Applicant for the purpose set out in this by-law.
- (2) The purpose for which a Civic Theatre and facilities at the premises may be utilised and hired by an Applicant, as set out in this by-law may only be changed and amended by means of a council resolution adopted by the municipal council of the City at a council meeting.

76. FREE USE OF FACILITIES

- (1) Free use of civic theatres will be applicable in respect of written applications on the approved free usage form attached **hereto a Schedule "1"** for the following events:
- (a) Official functions, meetings or activities of the City; subject to the availability of facilities;
 - (b) Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities; and
 - (c) Any other functions, meeting or activities in the discretion of the authorised official and subject to the availability of the facilities.
- (2) Any person or organisation utilising the facility free of charge will still remain responsible for any damage and/or breakage at the museum, lecture rooms and kitchen facilities at the premises as determined in this by-law.

SCHEDULE "1"
APPLICATION OF FREE USAGE ACH FACILITIES



RESERVATION NUMBER	
-----------------------	--

APPLICATION FOR FREE USAGE

Ekurhuleni Metropolitan Municipality proclaimed tariffs will apply

This form must be completed and signed by the applicant and returned to the Booking Clerk at least 7(seven) days before a meeting/function.

NAME OF APPLICANT			
COUNCILLOR & WARD NO			
DEPARTMENT/DIVISION/COMPANY			
DATE & DAY OF MEETING:			
NAME OF FACILITY APPLIED FOR:			
PURPOSE OF FUNCTION/ MEETING:			
MOTIVATION FOR FREE USE (Select one of the following)			
Ward Committee / Ward Council meeting (Attach copy of meeting agenda)			
Official union meetings for Ekurhuleni Employees subject to agreement			
Official functions, meetings or activities of Department SRAC			
Welfare & Disabled Organizations/ Public Benefit organizations (excluding NPO's, sport clubs, culture clubs, recreation groups, educational institutions and churches registered as non-profit groups)			
EXPECTED NUMBER OF PARTICIPANTS/GUESTS:			
TIME REQUIRED:	FROM:	TO:	
RESPONSIBLE PERSON ON THE DAY OF THE FUNCTION:			
TELEPHONE NUMBER:			
CELL:			
FAX NUMBER:			

DRAFT ARTS, CULTURE AND HERITAGE FACILITIES BY-LAW NOVEMBER 2020

I, _____ (name of applicant), hereby declare that the facility will only be used for the above purpose. I will be held responsible for the payment of the hiring fee if the by-laws are contravened. I also take note that I will also be held responsible for any damages/breakages that may occur during the usage of the facility.

The responsible (or designated) person on the day of the event, should contact the relevant caretaker 1 (one) week before the event, to indicate how many tables and chairs are required, as well as the seating arrangements. (Booking clerk to provide caretaker contact details).

The promulgated deposit must still be paid (by outside companies).

SIGNATURE OF APPLICANT

DATE

RESPONSIBLE OFFICIAL:

YES/NO Facility Manager/Caretaker

APPROVED:

NOT APPROVED:

NONTUTHUZELO SIPAMBO

DIVISIONAL HEAD: ACH

NONTUTHUZELO SIPAMBO

DIVISIONAL HEAD: ACH

SCHEDULE “2”

APPLICATION FORM FOR RENTING OF ARTS CULTURE AND HERITAGE FACILITIES

B1 FORM



APPLICATION FOR THE USE OF EKURHULENI ARTS, CULTURE AND HERITAGE FACILITIES

Type of Facility (Mark only ONE)		Mark
Benoni Museum		
Chris Hani Museum		
Rhoo Hlatshwayo Community Art Centre		
Ken Gampu Theatre – Springs		
Dumisani Masilela Theatre – Germiston		
OR Tambo Cultural Precinct		
Springs Art Gallery		
Moses Molelekwa Community Art Centre		
Other (Please Specify)		
I, We, the undersigned, hereby apply to hire the facility as marked above for the following purpose:		
Name of Applicant (Person, Business, Institution or Organisation)		
Capacity		
Address		
Contact Detail : Telephone		
Contact Detail : Email		
Purpose of the renting the facility		
Nature of proceeding (Dance, music, drama, function, art, creative industry etc.)		
Date (s) of Booking		
Rehearsal date and time (if applicable)		
Starting Time of production or event		

DRAFT ARTS, CULTURE AND HERITAGE FACILITIES BY-LAW NOVEMBER 2020

Running Time of Production or event	
Interval yes/no	
Time of Interval	
Move –in date and time	
Move –out date and time	

Ticket Prices	
Block booking prices	
% deal on ticket sales if applicable	

Banking details if applicable

Name of bank	Branch code	Account type	Account number

Signature Applicant

Signature Official

Date

Date

Deposit paid	Yes/No
Receipt Number	
Amount	R

I, We understand that this form only serves as a temporary application that in terms of Council’s By-Laws no publicity of any nature shall be permitted until such time as the final booking has been confirmed by the official in charge. All by-laws applicable to cancellations and deposits to be paid as approved by Council are applicable.

Official use:

Approved	Not Approved	Date

B2 FORM

**APPLICATION FOR THE USE OF EKURHULENI ARTS, CULTURE AND
HERITAGE FACILITIES**

Type of Facility (Mark only ONE)		Mark
Benoni Museum		
Chris Hani Museum		
Rhoo Hlatshwayo Community Art Centre		
Ken Gampu Theatre – Springs		
Dumisani Masilela Theatre – Germiston		
OR Tambo Cultural Precinct		
Springs Art Gallery		
Moses Molelekwa Community Art Centre		
Other (Please Specify)		
I, We, the undersigned, hereby apply to hire the facility as marked above for the following purpose:		
Name of Applicant (Person, Business, Institution or Organisation)		
Capacity		
Address		
Contact Detail : Telephone		
Contact Detail : Email		
Purpose of the renting the facility		
Nature of proceeding (Dance, music, drama, function, art, creative industry etc.)		
Date (s) of Booking		
Rehearsal date and time (if applicable)		
Starting Time of production or event		
Running Time of Production or event		
Interval yes/no		
Time of Interval		

DRAFT ARTS, CULTURE AND HERITAGE FACILITIES BY-LAW NOVEMBER 2020

Move –in date and time	
Move –out date and time	

Ticket Prices	
Block booking prices	
% deal on ticket sales if applicable	

Banking details if applicable

Name of bank	Branch code	Account type	Account number

Signature Applicant

Signature Official

Date

Date

Deposit paid	Yes/No
Receipt Number	
Amount	R

I, We understand that this form only serves as a temporary application that in terms of Council’s By-Laws no publicity of any nature shall be permitted until such time as the final booking has been confirmed by the official in charge. All by-laws applicable to cancellations and deposits to be paid as approved by Council should be adhered to.

Official use:

Approved	Not Approved	Date

DRAFT ARTS, CULTURE AND HERITAGE FACILITIES BY-LAW NOVEMBER 2020

Kindly mark the following with an X

Staff	Yes	No
Stage Manager		
Foyer Assistants		
Ushers		
Sound Technician		
Lighting Technician		
Spotlight Operator		
Fly man		
General Workers		
Security		
Fireman		

Publicity Material	Yes	No
New Release		
Photos, Flyers, Posters		
Electric Advertising Board		
Banners		

Miscellaneous	Yes	No
Tables		
Tablecloths		
Chairs		

Technical Equipment	Yes	No
Baby Grand Piano		
Upright Piano		
Public Address System : Basic		
Public Address System: Professional		
Stage		
Lighting		
Smoke Machine		

I the undersigned understand the above:

Name: _____

ID Number: _____

Contact nr: _____

Email: _____

Time: _____

Date: _____

Signature : _____