



Ekurhuleni
METROPOLITAN MUNICIPALITY

EKURHULENI METROPOLITAN MUNICIPALITY

BY-LAWS FOR ARTS, CULTURE AND HERITAGE FACILITIES

[COUNCIL RESOLUTION: A-SR 10-2003 dated 24 April 2003]

[Date of Commencement: 30 July 2003]

as amended by

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

[Date of commencement: 28 February 2007]

By-law

To provide for the use and regulation of the Benoni Museum, the Springs Civic Theatre as well as Art Galleries and Community Art Centres, within the municipal area of the municipality and to provide for matters incidental thereto.

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

- A. ART GALLERIES BY LAWS**
- B. COMMUNITY ART CENTRES BY-LAWS**
- C. BENONI MUSEUM BY-LAWS**
- D. BY-LAWS FOR SPRINGS CIVIC THEATRE**

Form G1

A. ART GALLERIES BY LAWS

An Art Gallery is defined as a space or venue for the display or sale of works of art. A Gallery should afford young upcoming as well as established artists, exhibiting, the opportunity for exposure to the public and art, connoisseurs. Works of art is defined as the expression or application of creative skill and imagination, especially through a visual medium such as sculpture, painting, graphics, photography, multi media and any other visual art medium such as crafts and ceramics.

1. BOOKINGS AND PAYMENTS

- (1) Bookings to hire the Art Gallery including Workshop areas should be made a minimum of 30 days, and a maximum of 6 (six) months prior to the event.
- (2) Fees due for hire of the spaces and damage deposit must be made within 7 (seven) days, after provisional booking has been made, otherwise booking will be considered cancelled.
- (3) The damage deposit is refundable (less the cost of damage incurred if any) within 4 (four) weeks after the conclusion of the event.
- (4) Hirer only to use facilities as specified in the application form.
- (5) The hirer may only use the facilities for the purpose indicated on the application form.

2. CANCELLATION OF BOOKING

- (1) Hirer will receive 100% of the booking fee made if bookings are cancelled 14 (fourteen) days prior to the event, but will forfeit their booking fee if cancellation is made less than 14 (fourteen) days prior to the event
- (2) An event may be postponed once, 14 (fourteen) days or more prior to the event subject to the availability of the Art Gallery without forfeiting the booking fee.

3. CONDITION OF PREMISES

- (1) The facility shall be inspected by the hirer prior to the event and defects should be reported to the delegated official. If the hirer fails to inspect the premises or report any defects found, it shall be deemed that everything in the premises was in a proper state of repair when the hirer commenced occupation.
- (2) After the event the facilities must be left in the same condition as they were found.
- (3) The hirer will be responsible for any loss or damage to the Art Gallery or to its content sustained during the event, however and by whosoever caused.

- (4) The facilities must be kept in a clean, tidy and sanitary condition after use.

4. SETTING UP OF EXHIBITIONS

- (1) No banners, notices, signs, pamphlets or any other promotional material may be mounted or fixed to the facility without the prior approval of the delegated official. If approved such material must be removed at the end of the hired period, and any damage made good.
- (2) Floral and other decorations may only be placed with the prior approval by the delegated official. Floral arrangements should only be prepared outside the Art Gallery.
- (3) No screws or nails or any other materials may be used on floors, walls, doors, ceilings etc. without the prior approval of the delegated official, and with the clear understanding that any damage so caused will be rectified by the hirer at their cost.
- (4) No work on the electrical fittings of the Art Gallery may be undertaken except with the permission of the delegated official.
- (5) Any additional lighting, electrical appliances or electrical art works may only be used with prior approval by the delegated official.
- (6) No storage in any of the Gallery spaces or Fire escapes at any time.

5. SELLING OF ITEMS

The selling of items is the sole responsibility of the Hirer.

6. ADVERTISEMENTS, MARKETING AND COMMERCIAL ACTIVITIES

- (1) No advertisements or other commercial notices may be placed without the prior approval of the delegated official.
- (2) Marketing of community initiated events are the sole responsibility of the Exhibitor/Hirer.
- (3) Press Releases, radio interviews, posters etc. are subject to the approval of the delegated official.

7. SMOKING, OPEN FLAMES, HEATING AND COOKING

- (1) No smoking is permitted inside the Art Gallery
- (2) No open flame is allowed in the Gallery.
- (3) Candles must be void of dripping and only used provided that they are in approved candleholders or chandeliers.
- (4) There are no cooking facilities for hire inside the Art Gallery.
- (5) No cooking or preparation of food is allowed inside the Art Gallery.

8. 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.

9. SECURITY AND PROTOCOL

Restricted areas are prohibited.

10. MISCELLANEOUS

- (1) The Council shall not be liable for any loss, theft or damage of any items kept in the hired premises by the hirer or anyone else connected to the hirer's business.
- (2) The Council shall not be responsible for any loss suffered by the hirer due to the interruption in the supply of water, or electricity or failure of any electrical installations, machinery, appliances or equipment.
- (3) Only Art related functions and activities will be held in an Art Gallery.
- (4) Council 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 delegated official.

11. FREE USE OF THE FACILITY FOR ART RELATED EVENTS

- (1) Free use of the facilities will be applicable in respect of written applications for the following events:
 - (a) Official functions, meetings or activities of the Council; subject to the availability of facilities
 - (b) Official Functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities
 - (c) Other functions, meeting or activities at the discretion of the Executive Director Sport, Recreation, Arts and Culture; subject to the availability of the facilities
- (2) Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

B. COMMUNITY ART CENTRES BY-LAWS

1. GENERAL:

- (1) **Community Art Centres are facilities that offer the Community opportunities for informal and formal arts education and training: participation in cultural activities and access to resources for artistic and economic empowerment: while this community is significantly represented and influential in its own governance management**
- (2) Community Art Centres will be made available for regular use for artists, art practitioners, groups and institutions within the following categories:
 - (a) Centre Group Bookings: Arts and Culture Groups affiliated to the Community Art Centre with a 50% discount on all promulgated tariffs.
 - (b) Ad-hoc Bookings as per promulgated tariffs.
- (3) The Council reserves the right to let facilities at Community Art Centres
- (4) The Community Art Centres will only be made available for Arts, Culture and Heritage functions and activities and no public meetings, bashes, weddings or funeral services will be allowed in any of the Community Art Centres.
- (5) No equipment will be let to the public for private use outside the Art Centre. Specialized Arts equipment may be booked by Cultural groups, individuals and organizations per tariff structure and as approved for use inside the Community Art Centre.
- (6) Facilities may not be used after 23:30 should the hirer fail to adhere to this rule a penalty tariff as promulgated will be levied against the hirer.
- (7) The delegated official in charge may for valid and substantial reasons allow changes of booking dates without forfeiture of moneys paid, where neither the Council or another hirer is prejudiced, provided that the delegated official in charge shall be informed in writing not later than 21 (twenty-one) days prior to the date upon which the booking commences.

2. AD-HOC BOOKINGS:

- (1) In the event of any special requirements prior to or upon completion of a function, activity or event (e.g. erection or dismantling of structures, props etc.) which will require additional occupation of the facility, the Hirer will be expected to book the facility a day prior to the date of function and a day after.
- (2) All applications for the hire of facilities shall be made in writing on the prescribed form, not less than 14 (fourteen) days prior to the event, and no booking is confirmed before payment is made not less than 7 (seven) days prior to the event
- (3) The person (18 years or older) signing the application form shall furnish proof in the form of an ID document that he/she is capable of contracting with the Council and where such form is signed on behalf of a natural person and/or legal person, the required power of attorney to act on behalf of such person must accompany the application.
- (4) The hirer shall be liable to comply with the By-laws and for any damage that the Council may suffer during the hiring period.
- (5) Operating Hours
 - (a) Hirer has access to the facility for an ad-hoc booking from Monday-Sunday from: 08:00-23:30

- (b) The Main Auditorium can not be made available for two or more groups on the same day.
- (6) The Hirer will only be permitted to sell alcoholic drinks upon producing an approved Liquor License.

3. CENTRE GROUP BOOKINGS:

- (1) The Centre Group must enter into a contract for the regular use of the Art Centre as stipulated per tariff structure for the hire of facilities.
- (2) Centre Groups will be invoiced at the end of each month. Payment to be made within 7 (seven) days of receiving invoice.
- (3) Operating Hours:
 - (a) The Hirer has access to the Community Art Centre for a Centre Group Booking from Monday-Friday from 10:00-21:00 and on Saturday from 08:00- 13:00 (only under extreme circumstances as arranged with the delegated official)
 - (b) All affiliated Centre Group Bookings to be paid in advance applicable to the Multipurpose Hall and other work rooms.
 - (c) The delegated official in conjunction with the Community Art Centre Management Committee will allocate spaces available for Centre Group Bookings.
 - (d) The Main Auditorium will be available to the Centre Groups for use on condition that there is no ad-hoc booking.

4. LIABILITY:

The Council is under no circumstances liable or responsible for-

- (1) any damage or loss suffered by any person as a result of any defect in any appliance/equipment or as a result of any deficiency or interruption of the power or water supply to the Community Art Centre.
- (2) any damage or loss of any property, or goods of whatever nature which belongs to the Hirer.
- (3) The Hirer and any other person enters the property of the Council at own risk and the Council does not accept liability in respect of death or injury of any nature.

5. RESPONSIBILITY OF THE HIRER FOR DAMAGE TO PROPERTY OF COUNCIL

- (1) The Hirer shall be responsible for any breakage and/or other damage of whatever nature to the hall, furniture, fittings, arts equipment or any other property of the Council that may occur during the period of hire.
- (2) Should the Hirer find any property of the Council to be defective before any event, the hirer shall point out such defect to the delegated official before using such item, failing which everything shall be deemed to be in proper working order.

6. RIGHT OF ADMISSION AND CONDUCT DURING FUNCTIONS:

- (1) The Hirer is hereby given the right to reserve admission to the Community Art Centre venue hired by him/her and is held responsible for the due observance of the following conditions:
 - (a) No person shall be admitted to the venue or having gained admission be permitted to remain therein, who is causing a disturbance or seems to be intoxicated.

- (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 so as to not 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. No person shall be allowed to congregate in the passages, aisles or doorways leading to such hall. When the available seating accommodation has been occupied, the Hirer shall prevent the admittance of any persons in excess of such seating capacity.
 - (d) All requirements as prescribed by the Council relating to the carrying of firearms.
 - (e) Nobody is allowed to enter prohibited or restricted areas as designated within the various facilities.
 - (f) The Hirer to adhere to the Public Gatherings Act.
- (2) The delegated official of the Council will be entitled at all times to enter the art facility hired in terms of these by-laws.

7. STIPULATIONS REGARDING CONDUCT WITHIN FACILITIES:

No Person shall —

- (1) display any mural decoration of any description or any interior or exterior decoration, flags, banners, emblems, posters or notices or similar articles in or on any of a hall/space except if prior permission has been granted.
- (2) display posters or similar advertisements at the entrance to a hall except on the display boards or any other surfaces provided by the Council for these purposes.
- (3) affix any screw or nails in or on any property of a hall/space. Permission should be granted by the delegated official for use of adhesives.
- (4) use candles, lanterns unless prior permission has been granted by the delegated official.
- (5) install temporary fountains, decorations, displays at any restricted area and only at designated areas with prior permission by the delegated official.
- (6) affix labels or tags that may mark, damage or stain equipment.
- (7) use bicycles, motorcycles, skateboards, roller skates or heellies in any hall or other surrounding areas of the facility.
- (8) smoke in any venue.
- (9) use smoke machines at art facilities unless it is used at the Main Auditorium and under the control and supervision of a qualified Stage Manager or other qualified theatre technician.
- (10) put any decorations, furniture, fittings, apparatus, equipment or property of any nature on stage without the consent of the delegated official.

8. VACATING OF HALL:

- (1) The Hirer and all function-related users (e.g. caterers, guests, and musicians) must vacate the premises not later than the specified hour. If for any reason the Hirer exceeds the time period, the hirer will be evicted and a penalty tariff will be charged.
- (2) All equipment and function-related movable objects (e.g. liquor, decorations, etc) must be removed from the premises on the last day of the performance. Upon failure to comply with this stipulation all equipment will be disposed off by the Council, and the Council does not accept responsibility for the loss and damage thereof.

9. PROPERTY OF THE COUNCIL:

- (1) No furniture or articles whatsoever belonging to the Council, shall be taken out of the Art Centre Venue used by the hirer.
- (2) Under no circumstances and without the explicit consent of the Council, shall pianos and organs or any other specialized art equipment be removed from it's existing space.

10. INSPECTION OF THE HALL AND OTHER HIRED EQUIPMENT:

After every event, the Hirer shall inspect the hall and/or equipment hired to ascertain whether any damage has been caused. In the event of failure to complete this post- function inspection with the delegated official, the inspection report of the delegated official will be accepted as true and just.

11. ADMISSION OF PUBLIC AND SELLING OF TICKETS:

The Hirer shall be responsible for all arrangements in connection with admission of the public to the theatre hall and other art venues.

12. ELECTRICAL LIGHTING AND COOKING APPARATUS:

- (1) Basic Electric, lighting and PA system in the venue will be controlled by the hirer or other delegated official.
- (2) Specialized 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 delegated official.

13. PROVISION FOR REGULATION OF PUBLIC SHOWS:

- (1) In the event that any production, film, slides, video show or presentation is indecent in the opinion of the Council, such production, presentation, film, slide- or video show shall be prohibited and the booking contract with the Hirer terminated. The Council shall not be liable for any loss or damage as a result thereof.
- (2) Should the Hirer use any venue for a film show or slide show he shall appoint qualified/skilled operators at his own cost.

14. COMPLIANCE WITH BY-LAWS:

- (1) The Hirer shall comply with the provisions of any legislation or by-laws which may be applicable to the Theatre, including its use, and he shall not permit any contravention thereof.
- (2) If the hirer, in the opinion of the delegated official in charge, contravenes or permits any other person to contravene any provisions of these by-laws or any other act or by-law applicable to the Theatre on purpose, the delegated official in charge shall have the right to cancel the hire of the Theatre at any time and no compensation shall be payable by the Council for any loss sustained by the Hirer or any other person, and no refund of any charges, deposits or other amounts paid shall be made to the Hirer by the Council as a result of such cancellation.

15. COPYRIGHT

- (1) The Hirer shall be responsible to obtain prior permission which is lawfully required of the owner of any musical work for the performance thereof in any form. The Council may demand proof thereof prior to the performance or exhibition, and failure by the Hirer to produce such proof shall entitle the Council, to cancel the hire of facility and the Council shall not be liable to pay back any rent received in advance.
- (2) The Hirer indemnifies the Council for any claim arising out of damages and costs (including costs between attorney and client) which, any agent employee may institute against the Council as a result of an infringement by the Hirer, whilst using the Community Arts Centre Facility, of the copyright in any form of any person or company and in the performing (including external advertisement and broadcasting) of any performance, work or act therein.
- (3) The filming, recording or photographing of a performance is prohibited unless prior permission is granted by the producer.
- (4) Upon the completion of a performance, the Hirer shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:
 - Title of performed work;
 - Number of times performed
 - Description
 - Author
 - Composer
 - Arranger
 - Publisher

16. PROTECTION AGAINST FIRE OR ACCIDENT

- (1) No Hirer shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the theatre or other venues, passage or corridor allowing entrance thereto.
- (2) The Hirer or his employee or agent shall not bring, keep or use any fireworks, loaded firearm , petrol, benzene, alcoholic or any other flammable liquid or substance whatsoever, nor take or permit any action in the facilities which may increase the fire risk.
- (3) The Hirer 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 minimize the danger or loss or damage through fire.

17. PENALTY CLAUSE:

Any person, contravening any provision of these By-laws shall be guilty of an offence and shall be evicted and banned from using the facilities again.

18. UTILIZATION OF COMMUNITY ART CENTRE FOR OTHER PURPOSES

Only by resolution of Council may the Community Art Centre be hired out for any other purposes.

19. FREE USE

- (1) Free use of the facilities will be applicable in respect of written applications for the following events
 - (a) Official functions, meetings or activities of the Council; subject to the availability of facilities
 - (b) Official functions, meetings or activities of National and Provincial Government, subject to the availability of the facilities
 - (c) Other functions, meeting or activities at the discretion of the Executive Director: Sport, Recreation, Arts and Culture; subject to the availability of the facilities
- (2) Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

C. BENONI MUSEUM BY-LAWS

The Benoni Museum complies with ICOM (International Council of Museums Code of Professional Ethics 1986) and Code of Ethics of SAMA (South African Museums Association) and is a non profit making institution in the service of community and its development. The Museum is open to the public for purposes of study, education and enjoyment and the Museum acquires, conserves, researches, communicates and exhibits cultural historical materials and objects as evidence of man and its environment.

The Museum collection consists out of artefacts, textiles, archival material, photographs, books and works of art.

The Museum is governed by an approved Museum Policy, the National Heritage Resources Act, No. 25 of 1999 and all other applicable National, Provincial and Local Government Legislation.

The Museum is affiliated with the Gauteng provincial Government as from 1 October 1990.

1. FACILITIES

(1) HIRING OF MUSEUM LECTURE ROOM AND KITCHEN AREA

- (a) The lecture room and kitchen area are available for hire from Monday — Saturday (and in exceptional cases on a Sunday and Public Holiday) at a tariff as determined by Council.
- (b) The Council reserves the right to hire the lecture room and the kitchen area at the Museum for Arts, Culture and Heritage related events.
- (c) The lecture room and kitchen area are available for use from 09:00-16:00 and from 16:00-23:30, and bookings can only be made on weekdays from 09:00-15:00.
- (d) All applications to hire the lecture room and kitchen area shall be made in writing on the prescribed form, not less than 14 (fourteen) days prior to the booking.
- (e) A damage deposit as determined by Council is payable with each booking as determined in the By-laws. The deposit shall be refunded if to the satisfaction of Council no damage or loss is experienced.
- (f) The booking fee is payable to confirm a booking, and the delegated official has the right to cancel the event if the fees are not paid in full at least 7 (seven) days prior to the event.
- (g) The hirer may only use the lecture room and kitchen area for the purpose indicated on the application form.

(2) CANCELLATION OF BOOKINGS:

- (a) Hirer will be refunded 100 % of booking fee if bookings are cancelled 7 (seven) days or more prior to the event. But will forfeit their booking fee if cancellation is made 3 (three) days or less prior to the event
- (b) An event can be postponed once, at least 5 (five) days prior to the event if acceptable to the delegated official without forfeiting the booking fee.

(3) CONDITIONS OF PREMISES

- (a) The hirer shall inspect the lecture room and kitchen area before use and all defects shall be noted and reported to the delegated official. It shall be deemed that everything in the premises was in proper state of repair when the hirer commenced occupation.
- (b) The hirer shall be liable for any loss or damage to the lecture room and kitchen area or to their contents sustained during the event.
- (c) The facilities must be left in the same condition as they were found prior to the event.
- (d) The facility must be left in a clean, tidy and sanitary condition after use.
- (e) The Council does not accept responsibility for any equipment introduced into the lecture room or kitchen area.
- (f) Equipment belonging to the hirer must be removed immediately after the event, and Council reserves the right to dispose of any material left unattended for a period of 3 (three) months or longer.

(4) FREE USE OF LECTURE ROOM AND KITCHEN AREA:

- (a) Free use of the Museum lecture room and kitchen area will be applicable in respect of a written application for the following:
 - (i) Official functions, meeting or activities of the Council, subject to the availability of the facility
 - (ii) Official functions, meetings and activities of the National and Provincial Government, subject to the availability of the facility
 - (iii) All other functions at the discretion of the Executive Director: Sport, Recreation, Arts and Culture; subject to the availability of the facility.
- (b) Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

2. MUSEUM COLLECTIONS

Museum collection acquisition, loans and disposals are guided by the general guidelines as described in section A.12, A.12.6 and A.13 Acquisition to Museum Collections; see Code of Ethics of SAMA

3. DOCUMENTATION

The Museum collections are documented according to museological standards, see Code of Ethics, SAMA, par. B.2.4.

4. RESEARCH

Museum research is guided by the Code of Ethics, SAMA, Par. A.12.3.

5. CONSERVATION

The conservation of tangible and intangible heritage assets are guided by, the Code of Ethics, SAMA Par. B.2.3 and National Heritage Resources Act.

6 EDUCATION

The Educational fund of the Museum is to render a service to the community by contributing to Community Development, Cultural Awareness and appreciation of history and heritage and to reflect the museums mission and aims. (see Code of Ethics, SAMA Par. A.6 and 8)

D. BY-LAWS FOR SPRINGS CIVIC THEATRE

1. HIRE OF THE THEATRE

(1) BOOKING AND PAYMENT OF RENTAL

- (a) Application for the hire of any part(s) of the Theatre can be made in person, electronically or by telephone as per approved form as attached Annexure 'A' to be used where after written approval shall be given by the delegated official in charge.
- (b) Confirmation of the hire of the Theatre or any part thereof will only be issued after payment of the prescribed tariff has been made. No public announcements shall be made prior to the written confirmation of such booking.
- (c) No bookings shall be made more than 6 (six) months in advance and not less than 21 (twenty-one) days prior to the function.
- (d) Should the hirer cancel the booking less than 21 (twenty-one) days or not use the Theatre as initially requested the hirer will forfeit any prescribed deposits.
- (e) The delegated official in charge may for valid and substantial reasons, allow changes of booking dates without forfeiture of monies paid, where neither the Council nor another hirer is prejudiced, provided that the delegated official in charge shall be informed in writing not later than 21 days prior to the date upon which the rental commences.

(2) STAND-BY DUTY BY FIRE BRIGADE

Where, in the opinion of the Chief Fire Officer of the Council, the nature of a function or assemblance, demands the presence of a fireman or firemen, such presence shall be obligatory and the charges thereto as by payable by the hirer. The stipulations of the By-laws, relating to Fire Brigade Services as published by Administrator's notice 1771 of 23 December 1981 as well as the stipulations of the Fire Brigade Services Act. No. 99 of 1987, as amended, and other legislation as introduced shall *mutatis mutandis* be applicable to the Theatre.

(3) RIGHT TO CANCEL BOOKING

- (a) The delegated official in charge may cancel any booking or hiring on the following grounds:
 - (i) if the advertised programme contains material which could breach any copyright;
 - (ii) if the programme contains material that indicates that the production should be banned by an Authority Body for the Performing Arts in South Africa.
 - (iii) In the interest of law and order.
 - (iv) In the interest of public safety or the safeguarding of the Theatre buildings.
- (b) In the event of the termination of the hire in terms of subsection (3)(a) (i, ii, iii and iv) the Council shall compensate the hirer the full amount, excluding interest already paid in respect of the hire, or, if such cancellation takes place after the commencement of the terms of hiring, a proportionate amount thereof, but the Council will not be liable to pay any damages as a result of such cancellation to the hirer or any other party.

2. EXTENT OF HIRE AND PROVISIONS IN CONNECTION THEREWITH

(1) RIGHT OF ADMISSION

- (a) The number of persons admitted to the Theatre shall be limited to the number of seats available.
- (b) The cast or the production should not exceed 200 persons at a time within the premises.

(2) ADMISSION OF PUBLIC AND SALE OF TICKETS

- (a) The Hirer is responsible for all prior arrangements in connection with tickets, programmes and publicity.
- (b) All arrangements in connection with the admission of the public to the Theatre, control of admission, ushering to seats as well as the sale of refreshments, shall be controlled by the delegated official in charge.
- (c) The Hirer shall use the prescribed tickets of the Theatre which are available at a cost determined by Council from time to time.
- (d) A charge as determined in the Tariff Structure (Annexure B) shall be levied on all tickets and programmes sales handled by the Theatre.

(3) HOURS AND DAYS OF AVAILABILITY OF THE THEATRE

The Hirer shall, after payment of the prescribed charges and after the hire of the Theatre has been approved in terms of section 3, be entitled to the following:

- The Theatre, amphitheatre or cellar are available at prescribed tariffs and after the bookings is approved on the following times:

Monday-Saturday	10:00-23:30
Sunday and public Holidays	
(under extreme circumstances)	10:00-23:30

(4) ELECTRICAL APPLIANCES AND LIGHTING

- (a) Only the delegated official in charge is authorised and permitted to operate the electrical equipment in the Theatre. The Hirer is liable for the payment of any services rendered by the Council's authorised officials. (Tariffs for Direct Costs - Annexure "B")
- (b) The delegated official in charge shall be responsible for the switching on, prior to the performance, and the switching off, after the performance, of all lights, air-conditioning installations and the electricity in the Theatre.

(5) FURNITURE AND EQUIPMENT

- (a) Furniture and equipment belonging to the Theatre shall under no circumstances be removed from or moved from one part of the Theatre to another without prior permission of the delegated official in charge. Chairs, benches and tables shall under no circumstances be brought into the Theatre except for use on the stage during a performance. The delegated official in charge may prohibit the use of any substance or appliance or stage props which may cause damage to the Theatre.
- (b) No alterations may be effected to the stage, stage curtains, loose equipment or other fittings without the prior permission of the delegated official in charge.

- (c) That the stage, public address system/lighting and professional services of the Theatre be made available to other Departments of Council at a promulgated fee.

(6) DISPLAY OF ADVERTISEMENT BOARDS AND/OR DECORATIONS

- (a) No advertisement posters, notices, decorations, flags or other displays shall be permitted without the prior written consent of the delegated official in charge.
- (b) No interior decorations whatsoever may be affixed to the floor, walls or ceiling of any part of the Theatre without the consent of the delegated official in charge.
- (c) No nails, drawing pins, staples or screws shall be affixed to the walls or mountings of the Theatre, and no materials shall be attached thereto with adhesive tape without the consent of the delegated official in charge.

(7) BANNING OF ALCOHOLIC BEVERAGES AND DRUGS

- (a) The hirer shall not bring or allow any other person to bring any alcoholic beverages or drugs of any sort into the Theatre
- (b) The hirer shall not sell any refreshments, sweets, chocolates, cigarettes, cigars or tobacco to the public.
- (c) No intoxicating liquor or other liquid refreshments of any nature shall be brought into the Theatre for consumption backstage or in dressing rooms, without the prior consent of the delegated official in charge.

(8) LIMITATION OF SOCIAL. FUNCTION

No social function shall be held in any part of the Theatre after a performance without the permission of the delegated official in charge.

(9) REMOVAL OF HIRER'S PROPERTY FROM THEATRE PREMISES AND INSPECTION OF DAMAGES

- (a) The Hirer shall remove from the premises all the property under his control, on the last night of the production, except where the delegated official in charge has granted an extension to a later specified time.
- (b) The Theatre shall be inspected by the delegated official and the Hirer at a specific hour on the day succeeding the expiry of the hirer to ascertain any possible damage.

(10) PROTECTION AGAINST FIRE ACCIDENT OR OTHER

- (a) No Hirer shall damage or remove any of the installations, appliances, notices or signs which are provided as protective agents against fire or accident in the Theatre or any passage or corridor allowing entrance thereto.
- (b) The Hirer or his employee or agent shall not bring, keep or use fireworks, loaded firearms, petrol, benzene, alcohol, gas or any other flammable liquid or substance whatsoever, nor take or permit any action in the Theatre which may increase the fire risk.
- (c) The Hirer shall at all times exercise proper control as mandated by the delegated official over the handling and use of electrical appliances and equipment and shall take all precautions to prevent or minimise the danger of loss or damage through fire.

(11) LIABILITY OF HIRER TO COMPLY WITH LEGISLATION AND MUNICIPAL BY-LAWS

- (a) The Hirer shall comply with the provisions of any legislation or by-laws which may be applicable to the Theatre, including its use, and he shall not permit any contravention thereof.
- (b) If the hirer, in the opinion of the delegated official in charge, contravenes or permits any other person to contravene any provisions of these by-laws or any other act or bylaw applicable to the Theatre on purpose, the delegated official in charge shall have the right to cancel the hire of the Theatre at any time and no compensation shall be payable by the Council for any loss sustained by the Hirer or any other person, and no refund of any charges, deposits or other amounts paid shall be made to the Hirer by the Council as a result of such cancellation.

(12) LIABILITY OF HIRER FOR DAMAGE TO COUNCIL PROPERTY

- (a) The Hirer shall be solely responsible for, and shall make good immediately any losses which may be sustained by the Council due to damage of any description whatsoever to the Theatre, its furniture, fixtures, appliances, curtains, scenery, theatrical properties or to the property of the Theatre in general, if such damage occurred during the period of hiring and was not attributable to the negligence of the Theatre or its officials.
- (b) It shall be assumed that the Theatre was handed over to the Hirer in good order and condition and free from any defect, unless the hirer informs the delegated official in charge of such defect prior to the commencement of the production. The Theatre shall be handed over to the delegated official in charge in the same good and proper condition as received, and the Hirer shall compensate the Council for any movable property or equipment lost or damaged.
- (c) The Hirer shall not be liable for any damage caused in or to the Theatre by any person present therein as a *bona fide* patron during a stage presentation

(13) LIABILITY FOR LOSS, ACCIDENTS OR USE OF FAULTS IN LIGHTING INSTALLATIONS OR EQUIPMENT

- (a) The Council accepts no responsibility or liability whatsoever for any loss or damage which may be sustained by the Hirer, or any person or persons acting with or on behalf of the hirer, or attending the Theatre, or invitees of the Hirer, or for any person associated with or employed by the Hirer as a result of fire, theft, bodily injury or any cause whatsoever.
- (b) The Hirer shall accept sole liability in respect of any claims as contemplated above.
- (c) The Hirer shall take out insurance for own equipment and of this shall indemnify the Theatre against any claim, loss or damage which may result directly from the use of the Theatre.
- (d) The Theatre accepts no responsibility whatsoever for any inconvenience caused or loss sustained due to any failure or defect in the sound or lighting arrangements or any interruption in the electricity, air conditioning or water supply services, nor for any accident caused by the operation of the said services or defects in any other machine or equipment in the Theatre.
- (e) The Theatre accepts no responsibility or liability whatsoever in respect of any damage to or loss of any property, articles or object brought or left on the premises by the Hirer for his use.

(14) FILM, SLIDE- AND VIDEO SHOWS

- (a) Should the Theatre be hired for a film, slide, video or any other cinematographic show, the Hirer shall comply with the stipulations of any by-law or legislation applicable to such show, and shall at his own cost supply any equipment together with qualified operators of such equipment or installation and shall be liable to compensate the Theatre for any damage whatsoever as a result of the use of said equipment or installation.
- (b) In the event that any production, film, slides, video show or presentation is indecent in the opinion of the delegated official in charge, such production, presentation, film, slide- or video show shall be prohibited and the agreement with the Hirer terminated. The Theatre shall not be liable for any loss or damage as a result thereof.

(15) AMPHITHEATRE

- (a) The use of electrical equipment situated in the amphitheatre is governed by determinations as set out in article 10. (Tariffs for Hire — Direct Costs — Annexure “B”)
- (b) No publicity material or other notifications shall be affixed to the walls, or any other surfaces of the amphitheatre without the prior arrangement with the Council.
- (c) Only authorised officials of the Council may work the electrical distribution boxes.
- (d) All connections to the Theatre electrical outlets shall be certified in terms of applicable regulations.
- (e) The provisions of the By-laws regarding Public Facilities are *mutatis mutandis* applicable to the amphitheatre.

(16) COPYRIGHT

- (a) The Hirer shall be responsible to obtain the prior permission which is lawfully required of the owner of any musical work for the performance thereof in any form.
- (b) The delegated official in charge may demand proof of such permission prior to the performance or exhibition, and failure by the Hirer to produce such proof shall entitle the delegated official in charge, unless such work is immediately withdrawn on its demand from the performance or exhibition, to cancel the hire of the Theatre and the Theatre shall not be liable to pay back any rent received in advance or in another way for the use of the Theatre or be liable for any loss or damage suffered by the Hirer as a result hereof.
- (c) The Hirer indemnities and holds harmless the Theatre for any claim in relation to any interdict, damages or costs.
- (d) Upon the completion of a performance, the Hirer shall supply the delegated official in charge with a list setting out the works and encores performed. Such list shall include the following:
 - (i) Title of performed work;
 - (ii) Number of times performed
 - (iii) Description
 - (iv) Author
 - (v) Composer
 - (vi) Arranger
 - (vii) Publisher

- (e) The filming, recording or photographing of a performance is prohibited, unless approval by the delegated official and/or production manager is obtained.

(17) UTILISATION OF THEATRE FOR OTHER PURPOSES

Only by Resolution of Council, the Council may hire out the Theatre for any other purpose.

(18) PENALTY CLAUSE

A person contravening any provision of these By-laws shall be guilty of an offence and shall be evicted from the premises.

(19) PENALTY TARIFF

The Hirer and all function- related users must vacate the Theatre not later than the specified hour. If for any reason the Hirer exceeds the time period, the hirer will be evicted and a penalty tariff will be charged

(20) FREE USE

- (a) Free use of the facilities will be applicable in respect of written applications for the following events:
 - (i) Official functions, meetings or activities of the Council; subject to the availability of facilities
 - (ii) Other functions, meeting or activities at the discretion of the Executive Director Sport, Recreation, Arts and Culture; subject to the availability of the facilities
 - (iii) All functions related to Local, National and Provincial Governmental level, subject to the availability of the facility
- (b) Persons and organisations using the facility free of charge will still be held responsible for any damage/breakage as determined in the by-laws.

For office use

File:	1/4/1/1/2
Council Resolution:	A-SR 10-2003 dated 24 April 2003
Gauteng Provincial Gazette Number	296 dated 30 July 2003
Local Authority Notice Number	1433
Amended Council Resolution:	A – SR (05-2006) DATED 30 NOVEMBER 2006
Gauteng Provincial Gazette Number	60 DATED 28 February 2007
Local Authority Notice Number	489