LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

HIRING AND BOOKING POLICY

DRAFT REVIEW

CONSIDERATION FOR APPROVAL

EFFECTIVE 1 JULY 2026

HUUR EN BESPREKINGS/HIRING AND BOOKING POLICY

Amendment to clause:

1. A booking will only be confirmed once the required deposit has been received within 48 hours of the booking request. Proof of payment must be submitted to the bookings officer. All outstanding hiring fees must be settled on Wednesday (before the actual function date), no later than 12h00, and proof of any electronic payments must also reach the bookings office before 12h00 on Wednesdays. The application form and payment slip must be shown to the caretaker during use, after which an inspection will follow.

Wysiging aan klousule:

'n Bespreking sal slegs bevestig word sodra die vereiste deposito binne 48 uur na die besprekingsversoek ontvang is. Bewys van betaling moet by die besprekingsbeampte ingedien word. Alle uitstaande huurgelde moet teen Woensdag, nie later nie as 12:00, vereffen word, en bewys van enige elektroniese betalings moet ook voor 12:00 op Woensdag by die besprekingskantoor ingedien word. Die aansoekvorm en betalingsstrokie moet tydens gebruik aan die opsigter getoon word, waarna 'n inspeksie sal volg.

2. *Wysiging aan klousule:*

Reserverings word slegs erken indien dit binne 48 uur deur plaaslike instansies en sewe (7) dae deur buite-instansies met die nodige deposito bedrag en aansoekvorm opgevolg word. Onderworpe aan die bepalings van klousule 25 van hierdie ooreenkoms van toepassing is op sportsvelde.

Amendment to clause:
Reservations are only confirmed if the required deposit amount and the application form are received within 48 hours for local organizations and seven (7) days for outside. organizations. Subject to the provisions of clause twenty-five of this agreement where the booking is applicable to sport fields.

3. Betalings en besprekings vir naweke moet op Woensdae teen 12h00 geskied.

Payments and Bookings for weekends can be made on Wednesdays at 12h00.

4. *Klousule wat bygevoeg moet word:*

Indien huurder se munisipale rekening agterstallig is, sal die deposito wat betaal is virdie gebruik van die fasiliteite automaties gebruik word deur die munisipaliteit om die agterstallige rekening op datum te bring sonder enige kennis aan die huurder.

Clause to be added clause:

If the lessee’s municipal account is in arrears, the deposit paid for the use of the facilities will automatically be used by the municipality to bring the arrears account up to date without any notice for the tenant.

5. *<u>Klousule wat bygevoeg moet word:</u>*

'n Huurder mag nie die gebruik van hul betaalde deposito deel nie.

<u>Clause to be added clause:</u>
A lessee is not allowed to share the use of their deposit paid.

6. Reserverings word slegs op ‘n maand basis erken indien die saal beskikbaar is en daar nie enige besprekings plaasvind nie.

Reservations are only considered monthly on the availability of the hall and if there are no bookings.

7. ‘n Huurder mag nie die saal / fasiliteit onderverhuur nie en sal die saal / fasiliteit uitsluitlik vir die doel soos in sy aansoek aangedui, gebruik word.

A Lessee is not allowed to sub-let a hall/facility, and he must utilize the hall/facility specifically for the purpose as indicated in his application.

8. Afsonderlike ruimtes/ vertrekke binne die sale of sportvelde word op meriete aan verskillende instansies verhuur.
<u>Om as deel van die klousule bygevoeg te word:</u>
Kroeg area te Callie de wet kan nie afsonderlik uitverhuur word nie, slegs met hoofsaal bespreking sal dit beskikbaar gestel word.

Separate facilities/rooms within the halls or sports grounds will be rented on sale to different organizations.
<u>To be added as part of clause:</u>

The bar area at Callie de Wet cannot be rented out separately, it will only be made available with a main hall reservation.

9. Die Verhuurder behou die reg voor om ‘n bespreking te kanselleer indien die sale/fasiliteit vir munisipale doeleindes benodig word, met dien verstande dat enige gelde wat in so ‘n geval reeds deur die aansoeker betaal is aan hom terugbetaal word met dien verstande dat die Verhuurder nie aanspreeklik is vir enige verlies of skade wat die aansoeker as gevolg daarvan mag ly nie.

a. The Lessor reserves the right to cancel a booking if the hall / facility is needed for municipal purposes, on condition that any moneys that have already been received from the applicant, be reimbursed and on condition that the Lessor is not responsible for any loss or damage which the applicant may suffer as a result of the cancellation.

10. Indien die fasiliteit gehuur word deur ‘n individu, organisasie / klub / liggaam aanvaar die bestuurslede en/of komiteelede gesamentlik en afsonderlik verantwoordelikheid vir die fasiliteit.
<u>Om as deel van die klousule bygevoeg te word:</u>
Elke individu, organisasie/klub/liggaam wat gemeenskapsfasiliteite huur, is verantwoordelik vir die <u>betaling van die openings- en sluitingsfooi</u> vir die gebruik van gemeenskapsfasiliteite.

If an individual rents the facility, organization / club / body, the management, and/or committee members of that organization / club / body accept responsibility, collectively and separately, for the facility.

To be added as part of clause:

Everyone, organization / club / body hiring Community facilities are responsible for paying the opening and closing fee charge for the use of Community facilities.

11. Alle geriewe sal onder die toesig van die Huurder wees en hy sal verantwoordelik wees vir enige skade of verliese sowel as die handhawing van netheid en sal enige skade/verlies van die deposito verhaal word. Indien die deposito nie die werklike skade dek nie, sal die balans van die werklike skade ook van die huurder verhaal word indien die huurder in gebrek bly om die skade binne (7) dae te herstel.

All facilities will be under supervision of the lessee, who will be responsible for any damage or loss as well as the maintaining of tidiness, while any damage or loss will be deducted from the deposit. If the deposit does not cover the cost of the actual damage, the actual cost will be recovered from the lessee if the lessee fails to repair the damage within seven (7) days.

Wysiging aan klousule:

12. In gevalle waar fooie terugbetaal word omdat geriewe nie gebruik word nie en kennisgewing ten minste 48 uur voor gebruiksdatum geskied, sal R50.00 plus 20% van die bedrag teruggehou word, alternatiewelik sal die volle betaling verbeur word.

Amendment to clause:

In cases where fees are reimbursed because of the non-use of facilities by the lessee and the notice was not given with 48 hours before use, the Lessor will retain R50,00 plus 20% of the amount, alternatively the full amount will be forfeited.

Die Huurder word verantwoordelik gehou vir enige beskadiging van besittings en eiendom op die perseel tydens enige funksie.

Om as deel van die klousule bygevoeg te word:

Dit is belangrik dat die huurder voor gebruik en na gebruik inspeksies met die betrokke opsigter uitvoer om seker te maak van die toestand van die fasiliteit se geriewe. Enige beskadiging voor gebruik en na gebruik moet onmiddelik by opsigter aangemeld word, so ook op inspeksie vorm aangedui word.

The Lessee will be held responsible for any damage to property and possessions on the facility during any function.

To be added as part of clause:

It is important that the tenant conducts pre-use and post-use inspections with the relevant caretaker to ensure the condition of the facility's amenities. Any damage before use and after use must be reported immediately to the caretaker, as indicated on the inspection form.

a. Blote bewys van die verlies en/of skade aangerig sal voldoende wees om die Huurder verantwoordelik te hou.

   Simple proof of loss and/or damage will be sufficient to hold the Lessee responsible.

b. Slegs ‘n skriftelike lys van die Huurder aan die fasiliteit/saal/opsigter ten opsigte van gebreke aan ‘n saal/fasiliteit, alvorens die funksie ‘n aanvang neem, sal erken word.

   Only written proof from the Lessee to the caretaker before any function about defects to the hall will be acknowledged.

c. Indien ‘n skriftelike lys van gebreke nie ingedien word nie, sal aanvaar word dat alles in ‘n goeie toestand was by oorname van persele deur die Huurder.

   When failing to give written notice of defects, it will be accepted that everything was in good order when the Lessee took possession of the facility.

13. Indien gebreke nie binne sewe (7) dae na die betrokke funksie of wedstryde herstel is nie, sal die verhuurder die gebreke herstel en sal die koste van die deposito verhaal word en indien sodanige deposito te min is, sal die addisionele koste verhaal word van die Huurder.

If defects are not repaired within seven (7) days after the function or matches, the Lessor will do the repairs, the cost of which will be deducted from the deposit. In the case of the deposit being too small to cover the repairs, additional costs will be recouped from the Lessee.
<u>(Spelling correction of furniture in Afrikaans)</u>

14. Geen artikel of meubels van enige aard wat aan die Raad behoort mag sonder die skriftelike toestemming van die beampte in beheer uit die saal/fasiliteit verwyder word nie.

No item or furniture of any nature belonging to the Council may be removed from the hall/facility without written consent from the official in control of the hall.

15. Geen spykers, skroewe, hakies of so meer mag in enige muur, deur, paneel of vloer ingeslaan of op so ‘n manier geheg word dat dit enige deel van die saal/fasiliteit beskadig nie.

No nails, screws, hooks, or such articles may be affixed to any wall, door, panel, or floor or fixed in such a manner that any part of the hall/facility is damaged.

16. Die verkoop van alkoholiese drank tydens danse / wedstryde sal slegs deur ‘n gelisensieërde kroeg waargeneem mag word. ‘n.Afskrif van die lisensie moet aan die verhuurder voorsien word voor gebruik van die fasiliteit en moet ook opgeplak word in die saal / fasiliteit tydens die funksie.

The sale of alcoholic beverages during dance parties / matches will only be done by a licensed bar. A copy of the license must be handed to the Lessor before any liquor may be sold on the premises and must be displayed in the hall/facility during the function.

17. Alle fasilteite van die Raad is ‘n rookvrye area. Indien daar in die fasiliteit_gerook is, sal die huurder die deposito verbeur en mag daar teen die verhuurder opgetree word in terme van die Wet op beheer van Tabakprodukte van 1983 soos gewysig.

All facilities of the Council are smoke-free areas. If it is established that smoking was permitted in the facility, the Lessee will forfeit his deposit and legal actions in terms of the provisions of the Tobacco Control Act of 1983 as amended, may be instituted.

18. Die gebruik / misbruik en besit van enige van die volgende is streng verbode op persele:

The use, misuse, and possession of any of the undermentioned is forbidden at facilities:

17.1. Dwelmmiddels / Drugs
17.2. Vuiltaal / Obscene language.
17.3. Dra van messe, vuurwapens of enige skerp voorwerpe / Carrying of knives, firearms, or any sharp objects.
17.4. Oorverdowende musiek/geraas (185 desibels) / Loud music/noise (exceeding 185 decibels)

19. Die hou van toesig op persele berus by die Huurder en indien dit nie na wense is nie, sal die Verhuurder die mag hê om op te tree.

The Lessee is responsible for supervision of facilities and, if not up to standard, the Lessor will have the authority to intervene.

20. Danse mag nie later as 23:45 eindig nie. Die perseel mag nie later as 24:30 ontruim word nie. Nagelang die voor of afkeure van 'n gemeenskap kan afsluiting vervroeg word, om aan versoeke en klagtes te voldoen.
Versoeke vir Tradisionele funksies sal op meriete toegeken word afhangend van die gemeenskapswaarde van sodanige versoek.

Wysiging aan klousule:

Gemeenskapssale mag nie later as 23:45 eindig nie. Die perseel mag nie later as 00:30 ontruim word nie. Nagelang die voor of afkeure van 'n gemeenskap kan afsluiting vervroeg word, om aan versoeke en klagtes te voldoen.
Versoeke vir Tradisionele funksies sal op meriete toegeken word afhangend van die gemeenskapswaarde van sodanige versoek.

Dances may not continue after 23:45. The premises must be vacated not later than 24:30. Depending on the preferences of a community, the closure can be made earlier on receiving complaints and/or requests.
Request for traditional functions will be approved based on merit and the community value.

Amendment to clause:
Community halls may not continue after 23:45. The premises must be vacated by not later than 00:30. Depending on the preferences of a community the closure can be made earlier on receive of complaints and/or requests.
Request for traditional functions will be approved based on merit and the community value.

21. Kerkdienste en Begrafnisse soos verwys na die Tariewe.

Church Services and Funerals refer to the Tariffs.

22. Indien klousule 17 oortree word, sal 'n persoon/organisasie sy deposito verbeur.

Should clause seventeen be contravened, the person/organisations will forfeit his/her deposit.

23. Enige toesighoudende amptenaar van die Raad behou die reg om ter eniger tyd tot enige funksie in die saal/fasiliteit toegang te hê vir inspeksiedoeleindes en monitering.

Any supervisory official of the Council retains the right of admission at any time to any function in the hall/facility for reasons of inspection and monitoring.

24. Die Verhuurder sal nie aanspreeklik gehou word vir die beskadiging of verliese aan eiendom of toerusting van die Huurder terwyl dit op die Verhuurder se perseel is nie en moet die eiendom/toerusting onmiddellik na afloop van 'n funksie verwyder word.
Om as deel van die klousule bygevoeg te word:
Alle eiendom of toerusting wat na afloop van 'n funksie op die fasiliteit perseel agterbly, moet binne twee (2) dae verwyder word. Versuim om dit te doen sal lei tot 'n boete van R50.00 per dag. Hierdie bedrag sal van die deposito verhaal word. Indien die deposito ontoereikend of nie meer beskikbaar is nie, sal die huurder aanspreeklik wees vir die volle koste van die boete, wat teen die huurder se munisipale rekening gehef kan word.

The lessor will not be held liable for damage or loss of any property or equipment of the lessee while it is on the premises of the lessor, and the lessee must remove any property/equipment immediately after conclusion of the function.

To be added as part of clause:

All property or equipment left on the facility premises after a function must be removed within two (2) days. Failure to do so will result in a fine of R50.00 per day. This amount will be deducted from the deposit. If the deposit is insufficient or no longer available, the tenant will be liable for the full cost of the fine, which may be charged to the tenant's municipal account.

25. Die Huurder moet die saal / fasiliteit skoonmaak en dit nie later as 10:00 (indien die fasiliteit nie bespreek is nie) die volgende dag in dieselfde toestand laat waarin hy dit ontvang het. Indien die huurder in gebreke bly, sal 'die deposito verbeur word.
The Lessee must clean the hall to the same standard which he received by not later than 10:00 (if the facility is not reserved) the following morning. Failing to do so, the lessee will forfeit his deposit.

26. Die verhuring is verder onderworpe aan munisipale regulasies ten opsigte van brandbestryding, die gebruik van elektrisiteit of enige ander toepaslike aangeleentheid.

The lease is also subject to municipal regulations in respect of fire control, the use of electricity or any other appropriate matter.

27. Indien die Huurder versuim om uitvoering te gee aan enige bepaling van hierdie voorwaardes of weier om enige opdragte van 'n gemagtigde beampte uit te voer of ingebreke bly om goeie orde te handhaaf of goeie gedrag te openbaar en waar die eiendom van die verhuurder in gedrang kom kan die gemagtigde beampte die verhuring summier kanselleer of beeindig en alle betalings gemaak deur die Huurder, verbeurd verklaar word ten gunste van die Munisipaliteit.

Should the Lessee neglect to adhere to any of the above conditions or should he refuses to carry out any instruction given by an authorized official or should he fails to keep the good order or to exhibit proper conduct and where the property of the lessor is placed in jeopardy, the authorized official may cancel the lease forthwith and retain all payments made by the Lessee.

28. Alle geriewe sal beskikbaar gestel word aan die Huurder soos versoek met bespreking en betaling van die fasiliteit. In hierdie verband word huurder se aandag gevestig op die volgende voorwaardes met betrekking tot die bespreking van sportvelde.

All facilities as requested will be made available to the lessee after reservation and payment has been made. In this regard, attention is drawn to the following conditions regarding the bookings of sport fields.

28.1. Alle sportvelde besprekings vir die naweek moet ten volle betaal wees (deposito en " huurgelde) voor 12 die voorafgaande Woensdag. Indien huurder ingebreke bly om die bespreking ten volle te betaal soos bogemeld, sal die bespreking outomaties gekanselleer word. Geen bespreking vir die naweek word geneem na 12h00 die voorafgaande Woensdag nie.

All bookings for sport fields for weekends must be paid in full (deposit and Rentals) before 12h00 the preceding Wednesday. If the lessee fails to pay the booking in full as mentioned above, the booking will be cancelled automatically. No bookings for weekend will be made after 12h00 preceding Wednesday.

28.2. Alle besprekings van sportvelde sal nie later as 22:00 in die aand duur nie. Die velde en klubhuis indien bespreek, moet ontruim wees teen 23:00 en moet onmiddellik skoongemaak wees en in dieselfde toestand gelaat word as waarin dit ontvang was. Indien daar in gebreke gebly word om die perseel teen 23:00 te ontruim nadat dit skoongemaak is, sal die deposito verbeur word.

Wysiging aan klousule:

Alle besprekings van sportvelde sal nie later as 23:00 in die aand duur nie. Die velde en klubhuis indien bespreek, moet ontruim wees teen 00:00 en moet onmiddellik skoongemaak wees en in dieselfde toestand gelaat word as waarin dit ontvang was. Indien daar in gebreke gebly word om die perseel teen 00:00 te ontruim nadat dit skoongemaak is, sal die deposito verbeur word.

Added as part of clause
Special events can apply in writing at least 14 days before the event to utilise sport field until 23h45, with the premise to be vacated by 00h30.

All bookings for sport fields are not later than 22h00 in the evening. The facility and clubhouse, if booked, must be vacated by 23:00 and must be cleaned up and left in the same condition as it was received. Failing to vacate the facility by 23:00 after it was cleaned up, the deposit will be forfeited.
Amendment to clause:
All bookings for sport fields are not later than 23:00 in the evening. The facility and clubhouse, if booked, must be vacated by 00:00 and must be cleaned up and left in the same condition as it was received. Failing to vacate the facility by 00:00 after it was cleaned up, the deposit will be forfeited.

Bygevoeg as deel van klousule:

Spesiale geleenthede kan skriftelik 14 dae voor die geleentheid aansoek doen om die sportveld te gebruik tot 23:45, met die perseel om teen 00:30 ontruim te wees.

28.3. ‘n Verteenwoordiger van die Huurder moet vooraf die klubhuis, kleedkamers en toilette inspekteer en gebreke op die inspeksielys aanbring. Klousule 7& 10 van toepassing op gebreke wat na afloop van die funksie of wedstryd ontdek word en wat nie op die inspeksielys as gebreke aangedui was nie.

A representative of the lessor and lessee must prior to functions or matches inspect the clubhouse, clock rooms and toilets and record on the inspection list. Clauses 7 & 10 are applicable to defects that are discovered alter the function or matches which were not recorded on the inspection list.

28.4. Geen voertuie met uitsondering van Munisipale voertuie, noodvoertuie en aflewerings voertuie sal op die opperviak van die speelvelde toegelaat word nie.

No vehicles, except for municipal, emergency and delivery vehicles, will be allowed on the surface of playing field.

28.5. Geen oprigting en plasing van enige swaar strukture (karnivalle, bashes) wat die velde oppervlakte sou beskadig nie

No erection and placement of any heavy structures (carnivals, bashes) that would damage the fields’ surfaces.

28.6. *Clause to be added clause:*

Glass and glass bottles restriction:
Sports clubs are prohibited from allowing patrons to enter the sports field surfaces with glass items or glass bottles. This condition is in place to protect players, officials, and spectators from potential injury, as well as to preserve the quality and safety of the sports facilities. Clubs making use of municipal facilities are responsible for enforcing this restriction and always ensuring compliance.

Klousule wat bygevoeg moet word:

Beperking op glas en glasbottels:

Sportklubs word streng verbied om toe te laat dat toeskouers die sportveldoppervlaktes met glasitems of glasbottels betree. Hierdie voorwaarde is in plek om spelers, amptenare en toeskouers teen potensiële beserings te beskerm, asook om die gehalte en veiligheid van die sportfasiliteite te bewaar. Klubs wat van munisipale fasiliteite gebruik maak, is verantwoordelik vir die afdwinging van hierdie beperking en om te alle tye nakoming te verseker.

28.7. Slegs die maksimum aantal mense mag by 'n fasiliteit toegelaat word en mag nie oorskry word nie.

Only the maximum number of people allowed at a facility and must not be exceeded.

28.8. Ramp Bestuursplan vir groot byeenkomste moet ingehandig word voordat goedkeuring verleen kan word.

Bygevoeg as deel van klousule:

Vir groot geleenthede moet 'n geleentheidsaansoek en 'n rampbestuursplan ingedien word. Goedkeuring vir die geleentheid moet verkry word voordat enige bespreking. bevestig word. Disaster Management Plan for major events is required before approval of a booking.

Added as part of clause
For major events, an Event Application and a Disaster Management Plan must be submitted. Event approval must be obtained prior to the confirmation of any booking.

28.9. Addisionele ablusie geriewe moet gehuur word deur die huurder soos gespesifiseerd deur die munisipaliteit.

Additional ablution facilities must be hired by the lessee where so specified by the Municipality.

28.10. Die wet op Veiligheid by Sport en Rekreasie Byeenkoms van 2010 moet ten alle tye toegepas word.

The Safety at Sports and Recreational Events Act, 2010, must be adhered to

28.11. Die Nasionale Gesondheids Wet,2003 (Wet no.61 van 2003) moet ten alle tye toegepas word.

The National Health Act, 2003 (Act no. 61 of 2003) regulations relating to emergency medical services at mass gathering events must be adhered to.

29. Die huurder is nie gemagtig om enige musiek te speel wat nie onder die musiekregte organisasie, SAMRO resorteer nie en neem die munisipaiteit nie verantwoordelikheid vir enige vervolging nie.

The lessee is not authorized to play music which does not resort under the music rights organization, SAMRO and thereby indemnify the municipality form any prosecution.

30. Die volgende maksimum sitplek en staande toeskouer/gebruiker kapasiteit bestaan by sale en sportfasiliteite.

The following maximum seating and standing spectator/user capacity exist at halls and sport facilities:

NR.	COMMUNITY FACILITIES	ADDRESS	CAPACITY	PER M²	TOWN
COMMUNIY HALLS					
1	Ashton Town Hall	Swart Street	350	440	Ashton
2	Bamard Hall	Uitspan Street	260	300	Ashton
3	Chris Van Zyl Hall	Voortrekker Road	650	665	Bonnievale
4	Happy Valley Hall	New Cross Street	600	550	Bonnievale

5	Hofmeyer Hall	Bath Street	60	112	Montagu
6	McGregor Hall	Voortrekker Road	250	209	McGregor
7	Montagu Hall	Wilhelm Thys Avenue	280	255	Montagu
8	Nkqubela Hall	Nentsa Street	150	234	Nkqubela, Robertson
9	Robertson Civic	Hospital Avenue	280	252	Robertson
10	Robertson Town Hall	Church Street	300	280	Robertson
11	Rolihlahla Hall	Building Street	350	315	Zolani, Ashton
SPORT FACIILITIES					
1	Cogmanskloof	Wilger Street	1800	2141, 2142 ha	Ashton
2	Callie De Wet	Church Street	2500	Erf 2, 5 3834 ha	Robertson
3	Happy Valley	Milner Street	1500	1906, 11896,11887, 1307 ha	Bonnievale
4	King Edward	Piet Retief Street	2500	Erf 534, 49973	Montagu
5	McGregor	Keerom Street	1200	Erf 316, 7443, 3149 ha	McGregor
6	Nkqubela	Nentsa Street	2000	Erf 137, 36143 ha	Robertson
7	Van Zyl Street	Van Zyl Street	3000	Erf 3	Robertson
8	Zolani	Building Street	1000	Erf 1517, 14202 ha	Ashton