

# **Municipal Rest Houses Regulations**

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Updated: June 2008

## **REGULATIONS RELATING TO MUNICIPAL REST HOUSES**

1. In these regulations, unless the context indicates otherwise,

“Chief Executive Officer” means the person holding office as Chief Executive Officer with the Council or any person lawfully acting on his/her behalf;

“lessee” means the person to whom a specific rest house has been allocated subject to certain conditions and for a specified period by the authorized official;

“authorized official” means any employee of the Council specifically authorized thereto by it to exercise control over the rest house area and the rest houses and shall include the supervisor;

“supervisor” means the official appointed by the Council for the purpose of supervising the rest houses.

“caretaker” means the person holding office as caretaker with Council or the person charged with the duties of caretaker or any person lawfully acting on his / her behalf.

“Ministry” means the Ministry of Regional and Local Government and Housing and Rural Development.
2. The lessee shall be responsible for and be liable for any willful damage, or damage caused by his/ her negligence to any rest house or to any fixture or movable accessory in the rest house area during his /her period of occupation.
3. Upon breach of any of these regulations by the lessee, the Council reserves the right to cancel the lease summarily.
4. The lessee shall provide the supervisor with the his/her address and the registration number of the vehicle he/she is traveling in as well as the number of people who will occupy the leased rest house, and save for aforesaid persons no other person shall occupy the rest house without the written consent of the supervisor first having been obtained.
5. The number of persons entitled to occupy any one rest house shall be determined by the supervisor according to circumstances relating to each case. Under no circumstances shall any rest house be occupied by more than the number of persons specified in the tariff structure.
6. The lessee shall be obliged to-
  - (a) care properly for any equipment or fixtures or apparatus in or attached to the rest house occupied by him/her;
  - (b) report forthwith to the supervisor any deficiency, defect or damage to any rest house or its appurtenances, coming to his/her or his/her co-occupiers’ notice, and the supervisor shall immediately record the complaint and attend to the rectification of such deficiency, defect or damage;
  - (c) avoid any wastage of water or electric current;
  - (d) inspect the rest house together with the supervisor, either personally or through his/her representative, upon his/her departure and shall obtain a clearance certificate in the form set out in Schedule B to these regulations from the supervisor either to him/her personally or his/her representative.
7. The Council accepts no responsibility whatsoever in regard to anything in the area or in any rest house whereby any person may suffer any damage, injury or be otherwise detrimentally affected.

8. Nothing may be brought into any rest house or be used in the area whereby anything may be damaged or which constitute an obstacle or a disturbance to any other person, and no animals including pets or domestic animals or poultry may be brought into or kept or slaughtered in any rest house or the area.
9. No person shall drive a motor vehicle in the rest house area in a manner which may affect the safety or convenience of any other person or allow a motor vehicle to be so driven or exceed the speed limit of 20 kilometers per hour.
10. No person shall place any tent, structure or caravan in the area or cause such tent, structure or caravan to be thus placed.
11. No person shall conduct any substantial business activities in any rest house or in the area and no person shall without the written consent of the Chief Executive Officer conduct any meeting or mass-gathering in any rest house or in the area.
12. Advance reservations for rest houses for the months of December, January and February shall be registered provisionally strictly according to the date of receipt of written application and shall be considered from the 1<sup>st</sup> working day during the preceding month of July. Allocations shall be dispatched from 30 July where after the full rental shall become due and payable not later than 31 August following. Final reservations shall only be made upon due payment of the full sum.
13. Advance bookings for any period other than December, January, and February may be applied for at any time. The full rental shall be paid within one month after the date of the notice of provisional booking and a final reservation shall be made only after such payment.
14. No rental is refundable, save for that amount duly collected from any person in respect of the same rest house hired by another person for the same period or portion of such period, less an amount of N\$ for administrative charges and then only upon written application certified by the supervisor.
15. Any application for advance booking for any period whatever, shall only be considered if a booking charge as laid down in the scale of tariffs under Schedule A has been paid together with the application. If a rest house is no longer needed or it is not used for the full period, the rental in respect of the specified unused period less N\$ for administrative charges may, on written application, endorsed by the authorized official to that effect be repaid; Provided, however, that any cancellation shall be submitted in writing to the supervisor at least 14 days beforehand, in default of which half of the rental shall be forfeited in favour of the council.
16. The lease of any rest house shall terminate 30 days subsequent to the date of occupation or upon earlier date of mutual consent to terminate, as the case may be, where after the lease may be considered for a further period by the supervisor.
17. Subject to the provisions of any other law, an authorized official may at any reasonable time enter any rest house for the purpose of inspecting such rest house and ascertaining whether these regulations are being complied with.
18. The lessee shall upon demand by an authorized official produce the official receipt of the leased rest house to him/her.
19. No person may occupy, or in any way use any rest house, unless authorized thereto by the supervisor by virtue of an official receipt issued in respect of the rental of the rest house to a lessee.
20. For the purpose of these regulations "day" shall mean a period of 24 hours extending from 10:00 a.m. to 10:00 a.m. the following day, or portion of such 24 hour period. Upon arrival unless previously otherwise arranged entry to a rest house shall be limited to the time between 08:00 a.m. to 18:00 p.m.

21. Subject to the consent of the ministry under the provision of the Local Authorities Act, Act of 23 of 1992 as amended, the Council may levy rentals for the occupation of municipal rest houses and relevant matters and such moneys shall be payable in advance to the Council according to the tariff as set out in Schedule A to these regulations and as may be amended from time to time by the Council with consent of the Ministry.
22. No person shall in any rest house or on the area conduct himself in any indecent, noisy or riotous manner.
23. Conference Facilities
24. If any person contravenes any of these regulations or performs any act or creates any state of affairs which in the discretion of the caretaker or authorized official is inadmissible or undesirable and if such person fails or refuses to comply immediately with a written warning issued by the caretaker or authorized official, the lease of the rest house may be summarily cancelled without any further notice: Provided that on such cancellation no rent shall be refunded.
25. Notwithstanding anything to the contrary contained in these regulations, contravention of any of the provisions of these regulations by any person shall be considered an offence and on conviction such person shall be liable to a fine not exceeding N\$..... or in default of payment to imprisonment not exceeding 3 months.

## **Regulations taken from Official Gazette 2956 of 15 January 1969**

Schedules A and B has been amended

## **SCHEDULE A**

### **SCALE OF RENTALS AND CHARGES FOR THE MUNICIPAL REST HOUSES**

1. Rest House tariff per day (VAT excluded)

<b>REST HOUSE</b>	<b>PEAK PERIODS</b>	<b>NON PEAK PERIODS</b>
Fish 2	N\$ 200.00	N\$ 176.00
Fish 4	N\$ 390.00	N\$ 321.00
Chalet	N\$ 549.00	N\$ 445.00
Luxury	N\$ 635.00	N\$ 515.00
V.I.P	N\$ 775.00	N\$ 605.00
Flat 2 – Ordinary	N\$ 250.00	N\$ 215.00
Flat 2 – Double bed	N\$ 250.00	N\$ 225.00

2. Key deposits :      Luxury Flats (No VAT)      N\$ 200.00  
   VIP                      (No VAT)      N\$ 300.00

3. Group bookings in respect of other Rest Houses (No VAT):      N\$ 150.00

4. Cancellation fee :      N\$ 60.00

5. Lease of Conference Room per day VAT inclusive) :

- |     |                       |   |            |
|-----|-----------------------|---|------------|
| (a) | With accommodation    | : | N\$ 535.00 |
| (b) | Without accommodation | : | N\$ 535.00 |
| (c) | Departmental          | : | N\$ 230.00 |
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**MUNICIPALITY OF SWAKOPMUND**

**SCHEDULE B (Regulation 6(d) )**

**CLEARANCE CERTIFICATE IN RESPECT OF**

**REST HOUSE NO.....**

I hereby certify that on (date)..... I inspected  
the Rest House mentioned above in the presence of the lessee/co-occupier, namely

**Mr / Ms** .....

And that, save for latent defects, everything was in order / not in order, being the  
following defects / damages (to be specified) :

1. Furniture: .....  
.....  
.....
2. Beds and mattresses:.....
3. Floors:.....
4. Walls:.....
5. Doors:.....
6. Windows:.....
7. Water taps:.....
8. Refrigerator:.....
9. Stove:.....
10. Sink:.....
11. Other (specify):.....  
.....  
.....

Supervisor:..... Lessee / Co-Occupier:.....

The damages are estimated at N\$.....

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**GM : COMMUNITY DEVELOPMENT SERVICES**