

# Town Halls Regulations



Updated: June 2008

**MUNICIPALITY OF SWAKOPMUND**

**REGULATIONS I.R.O. TOWN HALL, - & MEDULETU HALL**

1. In these regulations, unless inconsistent with the context:-
  - (i) "public hall" means either the Town Hall, Hall or Meduletu Hall.
  - (ii) whichever one is applied for on the prescribed application form.
  - (iii) "caretaker" means the person holding office as public hall caretaker with the Council or the person charged with the duties of caretaker or any person lawfully acting on his behalf;
  - (iv) "Council" means the Council of the Municipality of Swakopmund;
  - (v) "day" means the time from 08h00 until 18h00 and "by day" has a corresponding meaning;
  - (vi) "lessee" means any person who has received written approval from the Council to use the public hall or any person lawfully acting on the lessee's behalf;
  - (vii) "by night" means the time from 18h00 until 24h00;
  - (viii) "Chief Executive Officer" means the person holding office as Chief Executive Officer with the Council or any person lawfully acting on his behalf;
  
2.
  - (i) The public hall can be leased from the Council for any of the purposes for which a tariff is prescribed in Annexure II and in cases where no tariff is prescribed the Council may let the public hall at tariffs to be fixed at the time.
  - (ii) Notwithstanding the fact that specific tariffs for the lease of the public hall are prescribed in Annexure II, the Council reserves the right to refuse any application for letting without giving reasons for such refusal.
  - (iii) The Council may, as the case may be, impose any further conditions in addition to the provisions of these regulations upon approval of an application for the lease of the public hall.
  
3.
  - (i) Any person wishing to lease the public hall or any part thereof from the Council, shall apply therefore in writing in the form prescribed in Annexure III hereto and the prescribed fees shall accompany such application. The Council shall only provisionally accept verbal applications on condition that they are confirmed within seven (7) days after such verbal application by a written application in the prescribed manner, accompanied by the prescribed fees.
  - (ii) The Council in respect of a date up to six months will accept advance bookings of the public hall in advance on condition that the applicable prescribed fees shall accompany such application.
  - (iii) No bookings of the public hall shall be considered approved until the Council's written confirmation thereto has been received.
  - (iv) Where a booking of the public hall has been confirmed by the Council and such booking is cancelled by the lessee -

- (a) the Council shall retain 25% of the rental where the booking is cancelled with at least thirty days' notice;
  - (b) the Council shall retain all the rental where the booking is cancelled with less than thirty days' notice and the public hall is not let for the same purpose on that day;
  - (c) the Council shall repay the deposit in full unless the Council had to incur specific expenditure to purchase equipment for such letting in which case the Council shall utilize the deposit to cover the expenses and if the deposit is not sufficient to cover the Council's expenses, the Council may recover the shortfall from the lessee.
- (v) Where the public hall has at any time already been leased and a second lessee leases the public hall for any time following so shortly before or after the existing lease that it will result in work being done outside normal working hours to prepare the public hall for either the first or the second lessee's use, an amount of N\$50.00 additional to the normal tariffs prescribed in Annexure II, shall be payable by the second lessee to cover the costs of such work outside normal hours. This additional amount of N\$50.00 may be recovered from the deposit paid in terms of Annexure II.
- (vi) The Council may terminate any approved letting of the public hall forthwith in writing if the lessee violates the regulations or if the Council is of opinion that a performance is not in the public's interest.
- (vii) All applications to lease the public hall will be considered in the sequence of date in which they were received.
- (viii) If an applicant wants to lease the public hall for a period, which includes day and night, only the largest fee will be applicable.
4. (i) The deposit that is paid shall be utilized by the Council for replacement or repair of any damages or losses, which the Council may suffer as a result of the letting of the public hall.
- (ii) If the deposit, which was paid, is not sufficient to cover the damages or losses the lessee shall remain responsible to the Council for any extra amount needed.
5. (i) The Council accepts no responsibility for any damages or loss to any property, article or thing which the lessee or any other person may bring or leave on the public hall grounds or in the public hall
- (ii) If the Council suffers any damage on account of any claims or actions instituted by any person on the ground or any damage or loss resulting from the lease of the public hall, the Council may recover such damage or loss from the lessee.
6. The moving of any furniture from the public hall or from one place to another place within the hall may be undertaken only with the approval of and under supervision of the caretaker.

7.
  - (i) No extra or special lighting may be installed without the approval of the Council and where such approval is granted it shall be done on condition that such extra or special lighting shall be installed under supervision of the Town Electrical Engineer of the Council.
  - (ii) The caretaker shall handle all lighting and other electrical appliances unless the Council has approved the handling thereof by some other person.
  - (iii) The Council accepts no responsibility for any damage or loss a lessee may experience as a result of a power failure or as a result of defective machinery, appliances or installations for lighting of the public hall however caused.
  
8.
  - (i) The lessee shall at the start of his lease satisfy himself that all furniture and equipment included in his lease are complete, intact and in working order.
  - (ii) All furniture or equipment found defective by the lessee at the start of the lease, shall be reported to the caretaker who shall make an inspection thereof, make a list thereof and have the lessee sign such list.
  - (iii) Where a lessee neglects to report such defective furniture or equipment to the caretaker at the start of his lease, it will be assumed that such furniture or equipment was intact and in working order and the lessee shall be held responsible for the repair or replacement costs of such defective furniture or equipment found at the termination of his lease
  - (iv) At the termination of the lease a joint inspection of the public hall, furniture and equipment shall be made by the lessee and the caretaker to ascertain whether any damage has occurred or whether there are any shortages and the lessee shall be held responsible for the repair of such damage and the making good of such shortages.
  
9. It shall be the duty of the lessee to ensure that:-
  - (i) the public hall is used for the purposes for which it has been leased;
  - (ii) no intoxicating liquor except as approved by the Council is brought into or used in the public hall;
  - (iii) admittance to the public hall is limited to the maximum admissible number of persons to whom seating can be given without providing extra seats and without allowing persons to sit or stand in the aisles;
  - (iv) all arrangements are made in connection with the admission of the public, the provision of usherettes and the maintenance of law and order; and
  - (v) proper supervision takes place at any performance.
  
10.
  - (i) No placards or related advertisements will be allowed on the public hall grounds or in the public hall without the approval of the Chief Executive Officer.
  - (ii) No mural decorations of any kind shall be allowed and no other interior or exterior decorations, flags, emblems or related things shall be allowed without the approval of the Chief Executive Officer.
  - (iii) No dune sand or other sand shall be brought into the public hall to cover the floors.

11. Any authorized official of the Council may enter the public hall during a performance in order to determine whether the public hall is being used for the purpose for which it was leased.
  12. Should it be found during an inspection that the lessee violates any provision of these regulations or uses the public hall for purposes other than those approved, the Council shall have the right to cancel the lease forthwith and on such cancellation the lessee shall forfeit all moneys paid by him.
  13. Any person who contravenes any provision of these regulations or who obstructs the caretaker in the execution of his duties shall be guilty of an offence.
  14. The Council may delegate any of its powers in terms of these regulations to the Chief Executive Officer.
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## **TARIFFS FOR LEASE OF PUBLIC HALLS**

	<b><u>Town Hall</u></b>	<b><u>Meduletu</u></b>
1. <b><u>DANCES &amp; WEDDINGS, ETC.</u></b>		
18h00 to 24h00	N\$380.00	N\$130.00
after 24h00, per hour	N\$ 40.00	N\$ 40.00
Kitchen (by day or by night or part thereof)	N\$ 50.00	N\$ 50.00
2. <b><u>DRAMATIC PERFORMANCES,</u></b>		
<b><u>CONCERTS AND SIMILAR FUNCTIONS</u></b>		
Professional	N\$190.00	N\$130.00
Amateur	N\$130.00	N\$ 40.00
Educational Institutions	N\$ 50.00	N\$ 40.00
3. <b><u>CONFERENCES</u></b>		
By day	N\$255.00	N\$ 75.00
By night	N\$380.00	N\$100.00
4. <b><u>LECTURES</u></b>		
By day	N\$255.00	N\$ 30.00
By night	N\$380.00	N\$ 40.00
5. <b><u>RELIGIOUS MEETINGS</u></b>		
By day	N\$ 50.00	N\$ 30.00
By night	N\$ 65.00	N\$ 40.00
6. <b><u>PUBLIC MEETINGS</u></b>		
By day	N\$255.00	N\$ 75.00
By night	N\$320.00	N\$100.00

		<u>Town Hall</u>	<u>Meduletu</u>
7.	<b><u>SPORT PURPOSES</u></b>		
	For practices: Amateur (per occasion)	N\$ 50.00	N.A.
	Professional (per occasion)	N\$ 65.00	N.A.
	Matches where entrance fees are charged:		
	Amateur	N\$130.00	N.A.
	Professional	N\$190.00	N.A.
8.	<b><u>EXHIBITIONS</u></b>	N\$380.00	N.A.
9.	<b><u>CONFERENCE ROOMS</u></b>		
	Per occasion	N\$ 50.00	N.A.
10.	<b><u>BLOOD TRANSFUSION CLINICS</u></b>		
	By day or by night or part thereof :Free of charge subject to deposit fees payable.		
11.	<b><u>DEPOSITS</u></b>		
	A deposit shall be payable in all instances in addition to the tariff of lease. (No VAT, original receipt must be submitted for refund purposes).	N\$300.00	N\$150.00

**APPLICATION FOR THE LEASE OF THE  
TOWN HALL / MEDULETU HALL**

NAME OF APPLICANT:.....

ADDRESS: ..... TEL: .....

NAME AND ADDRESS OF RESPONSIBLE PERSON DURING PERIOD OF LEASE:  
.....

NATURE OF FUNCTION: .....

DATE ON WHICH REQUIRED: .....

DURATION OF FUNCTION FROM ..... UNTIL .....

I/We undertake to inspect the furniture and equipment leased in the presence of the caretaker to establish whether any damages or defects exist and I/we declare herewith that I/we assume full responsibility for any damage which might occur while the Hall with furniture and equipment are leased by me/us.

I/We undertake to comply with the provisions of the public hall regulations and to abide by any instructions given by the caretaker in the execution of his duties.

I/We undertake to pay any shortfall on the deposit paid on the use of the public hall or the equipment to the Council if such extra amount is needed to replace or repair any furniture or equipment which have been damaged as well as any damage done to the building during my/our lease thereof.

I/We undertake to compensate the Council for any damage which the Council may suffer on account of any claims or actions instituted by any person on the grounds of any damages or losses resulting from the lease of the public hall by me/us.

I/We undertake to vacate the public hall at ..... on the date my/our lease expires and when on a Saturday, not later than 24h00.

I/We undertake to hand over the public hall in the same clean and tidy condition as it was on the day it was allocated to me/us.

I/We admit that I/we am/are conversant with the contents of this application and the public hall regulations and that I/we understand its purpose and meaning.

.....	.....	.....
APPLICANT	RESPONSIBLE PERSON	DATE



**FOR OFFICE USE ONLY**

**A. APPLICATION APPROVED BY:**

1. Administrative Officer: .....

Date: .....

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**B. COLLECTION OF RENTAL AND DEPOSIT:**

Rental : N\$..... Receipt No: .....

Deposit : N\$..... Receipt No: .....

Date: ..... Cashier: .....

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**C. REFUND OF DEPOSIT:**

1. No claim on deposit.

2. Claim on deposit as follows:

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Chief Executive Officer

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Administrative Officer

Date: .....

Date: .....

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