

NORMAN HENSILWOOD HIGH SCHOOL

CONDITIONS OF HIRE OF SCHOOL HALL POLICY

DEFINITIONS

In these conditions for the letting and the hire of the School Hall, unless the context indicates otherwise:

“The SGB”-shall mean the School Governing Body

“The Lessee”-shall mean a hall and ancillary buildings and premises owned by the School.

“Structures”-shall mean the erf on which the hall is situated

“School official”-shall mean a Governor or a school official of NHHS or any person lawfully appointed by them to act on their behalf

“Premises”-shall mean the erf on which the hall is situated

The Property hires is owned by Norman Henshilwood High School

1. BOOKINGS

The School Hall may be booked at the discretion of the SGB provided that the relevant tariffs approved by the SGB are paid within 14 days of the date that the provisional booking was made. Failure to make payment within the stipulated 14 days will result in the provisional booking was made. Failure to make payment within the stipulated 14 days will result in the provisional booking being automatically cancelled. All payments, including deposits are to be made at the school during normal school hours

2. BOOKING TRANSFERS

An administration fee equivalent to 10% of the tariff applicable to a booking will be levied for every transfer of a booking provided that written notice of intention to transfer is given on or before the 14th day prior to the date originally reserved and the hall being available on the new date requested.

3. TIME EXTENSION BEYOND THAT RECORDED IN ORIGINAL BOOKING

In the event of the Lessee requiring an extension of the total time for which the School Hall will be reserved, the Lessee or his/her representative shall be required to complete the prescribed form in the space provided (and initial same) in the presence of the SGB official in attendance at the school, which will signify his/her acceptance of additional costs related to such extension. The Lessee shall remain liable for any extension of time exceeding the period of lease in the event of the Lessee or his/her representative (e.g. caterers, band, musicians, etc) vacating the premises after the reserved period.

Any extra time utilised for which no payment was made at the time of the booking will be charged at the normal tariff applicable to the School Hall in question plus 50%.

4. LETTING AFTER MIDNIGHT

In the case of a letting, which continues after midnight, the tariff to be levied for the period after midnight will be calculated at double the ordinary hourly tariff.

5. CANCELLATION OF BOOKING/ REFUND OF HIRE CHARGE

- 15.1. the Lessee may cancel the lease agreement by written notice not less than 30 (thirty) days prior to the commencement of the hire period, in which case the Lessor shall refund to the Lessee any payments made, less an amount equal to 10% of the tariff paid by the lessee.
- 15.2. Should the cancellation be received less than 30 days prior to the commencement of the period of hire, the Lessee shall receive no refund or the hire charge.
- 15.3. Notwithstanding the abovementioned, should a transferred booking be cancelled, the date of the original booking will be used to determine the amount of refund to which the Lessee is entitled

6. DEPOSITS

Every confirmed booking for a deposit of an amount as shall accompany the hire of the hall may be specified by the SGB; in terms of the tariff schedule. Such deposit will be used to offset the cost of any loss or damage to the property of the school suffered as a result of the Lessee's utilisation of its premises and/or other cost as provided for in these conditions. In the event of the deposit being insufficient to cover any extra charges in terms of these conditions an account for the amount will be rendered to the Lessee by the SGB. The portion of the deposit remaining after deduction of any amount payable in terms of these conditions shall be returned to the Lessee.

7. REFUSAL OF APPLICATION TO HIRE

The SGB reserves shall right to refuse an application to hire the School Hall in which case the applicant will be entitled to request written reasons for such refusal.

8. PURPOSES FOR WHICH PREMISE ARE HIRED

The premises shall be used exclusively for the purpose as set out in the application form. In the event of the Lessee deviating from the purpose for which the accommodation was hired, the SGB shall then have the right to cancel the booking forthwith and the Lessee will have no recourse to recover consequential damage suffered.

9. PROVISION OF FALSE INFORMATIN ON APPLICATIN FORM

If during a function it becomes apparent that the Lessee has made a false declaration of the application form concerning the purpose for which the premises will be used, the SGB shall have the right to hold the Lessee responsible for the payment of the tariff appropriate to such use or alternatively to cancel the booking forthwith and to retain any rental paid as liquidated damages.

10. HANDLING OVER BEFORE AND TAKING OVER AFTER HIRING

Before the commencement of a function the premises are to be inspected by a SGB member together with the lessee or his/her representatives. A record of any defect or damage in the hall shall then and there be made on the deposit release form. Immediately after the letting a further inspection is to be made by the abovementioned persons who shall then immediately record any damage, which occurred during the course of the hiring on the deposit release form. This form must be signed and dated by the SGB member and the Lessee or his/her representative. The Lessee shall remain liable for any damage which occurred during the lease period even in instances where the Lessee or his/her representative refuses to accompany the caretakers on inspection of any damage to the premises/equipment upon conclusion of the function.

11. BREACH OF CONDITIONS OF HIRE

The non-fulfilment or breach of any of these conditions by the Lessee or his/her representative shall entitle the SGB to cancel the agreement to lease the premises forthwith. Such cancellation shall be conveyed to the Lessee in writing. In such event all amounts aid by the Lessee shall be forfeited. IN addition the SGB strictly reserves the right to claim damages suffered as result of the breach and/or cancellation from the Lessee.

12. CANCELLATION OF LEASE

The SGB reserves the right to cancel any lease of the School Hall by giving forty-eight hours prior written notice should the premises have become unfit for the purpose for which they were hired. In this event no liability for expenses incurred by the Lessee will attach to the School.

13. INDEMNIFICATION

The SGB shall not be liable for any loss or damage the lessee may incur as a consequence of any defect or neglect caused or arising in any way from the hire of the hall and the Lessee hereby indemnifies the School against any costs, damages and expenses which may be levied or made against the School or which the School may sustain or incur by reason of any injury or damage to persons, or property of any persons arising directly or indirectly out of the Lessee's occupation at or use of the hall and the Lessee hereby further indemnifies the School and keeps the School indemnified against all costs, damages and expenses which may be suffered by the School as a result of any damage of whatsoever nature caused to the hall arising directly or indirectly out of the Lessee's occupation at or use of the hall.

14. TARIFFS

- 14.1. All charges relevant to the hire of the school Hall are payable in advance.
- 14.2. No seating may be sold, booked, or reserve, and no tickets may be distributed or any public announcement made in connection with the purpose for which the hall is hired until payment for the hire of the hall is made in full and an official School receipt has been issued.

15. SUBLETTING

The Lessee shall not sublet the property under any circumstances.

16. DOMICILIUM

The Lessee's *domicillium citandi et executandi* shall be the place stated as the address on the "Permit for the hire of the school hall" issued relevant to the specific booking.

17. RIGHT OF ENTRY

School officials shall be entitled to enter the premises at all reasonable times to inspect same for any reason or to carry out work which it considers necessary for the preservation or repair of the premises.

18. COPYRIGHT

For the purpose of this clause "work" shall mean a work as contemplated in section 2 of the Copyright Act No 98 of 1978.

The Council does not in terms of this Agreement give the Lessee any right of whatsoever nature to any work including, but not limited to, literary works, musical works and artistic works. It is at all times the sole responsibility of the Lessee to obtain the performing rights or the consent of the owner of any copyright to such extent as may be required by law.

The Lessee shall ensure that the reproduction in any manner or form of any work does not infringe upon or violate any copyright of any third party.

The Lessee hereby specifically indemnifies the Council against all claims for damages, which may be made against the Council by reason of any infringement upon or violation of copyright, or any third party by the Lessee and/or any persons he/she permits onto the premises.

19. LEGISLATION

The Lessee must comply with any legislation relevant to the use of the premises hired and is responsible for obtaining any permits and/or authorisations required to conduct the activity for which the premises are in fact suited to the types of activities the amplification or sound used in such a manner or for such a time or in such circumstances that the sound therefrom is not audible beyond the boundaries of such premises and does not materially interfere with the ordinary comfort, convenience, peace and quiet of the occupiers of neighbouring properties. Notwithstanding the lack of specific complaints from neighbouring properties the Lessee shall also at all times comply with the requirements of the Noise Control Regulations (PN 627/1998) and shall be obliged to forthwith carry out any instructions of a School official in this regard.

20. SECURITY ARRANGEMENTS

In the opinion of the SGB, it is considered advisable that security provision should be arranged by the Lessee on the occasion for which the premises are hired, the Lessee shall at his/her own expense arrange for the attendance of such a number of security officers as may, in the opinion of the SGB or an authorised school official, be sufficient to ensure and maintain of order on such occasion. Should the authorised officer not be satisfied, before the commencement of the function or event for which the premises have been hired, with the security arrangements, the SGB shall be entitled to cancel the booking made and to forthwith prohibit the use of the premises and to secure the premises.

21. EVACUATION OF PREMISES

It shall be the responsibility of the Lessee to arrange for the evacuation of all persons from the premises in the event of a fire, bomb threat or any other than the fitted strike lock.

22. EXIT SIGNS

The emergency exit signs in the premises must remain illuminated for the duration of the function. The Lessee will be held responsible for ensuring that all escape doors are kept free from obstruction and are in no way secured by means other than the fitted strike lock.

23. CHAIRS AND TABLES

The hire of the hall shall entitle the Lessee to make arrangements of acquiring their own tables and chairs (it must be noted that the layout of the tables/chairs is done by the Lessee and cannot be insisted upon the Lessee as a condition of lease.)

24. REMOVAL OF FURNITURE AND FITTINGS

The Lessee shall be responsible for any damage or loss of any description to the premises, the furniture, fixtures and fittings, of the School Hall; where such damage or loss has occurred during the period of the letting and by persons under the control of the Lessee.

No furniture or equipment of whatsoever nature, being the property of the school shall be removed from the premises, unless prior approval was obtained from the SGB or an authorised official. No nails or screws shall be affixed to any part of the premises.

25. REMOVAL OF LESSEE'S FURNITURE AND FITTINGS

At the conclusion of each hiring period the premises shall be handed over to the SGB and all furniture, the Lessee at his/her expense shall remove fittings, decorations and other articles introduced by the Lessee. Should the Lessee fail to remove all items introduced onto the premises, the SGB serves the right to remove such items and the cost of removal will form a charge against the deposit made. Should such property not be redeemed within 30 (thirty) days after written notice to that effect has been given to the Lessee by the SGB, such "property" may be sold by the School and the proceeds of such sale used to defray any related costs? Should there be any monies remaining thereafter it shall be refunded to the Lessee.

26. DECORATIONS

Any form of decoration (including banners) must be of non-flammable material. Under no circumstances is any decoration to obstruct fire escape doors or fire fighting equipment installed on the premises, or conceal any emergency exit signs or other signage displayed in accordance to any law, nor may decorations be attached to any part of the building in any way whatsoever.

27. KITCHEN EQUIPMENT

- 27.1. The hire of the hall shall entitle the Lessee to make reasonable use of all the kitchen equipment therein such kitchens may not be utilised for cooking of foodstuffs other than for the reheating of pre-prepared dishes.
- 27.2. The school does not warrant the suitability of the kitchen equipment for any catering purposes and use thereof shall be at the risk of the Lessee.
- 27.3. Should there be any electrical problems related to the kitchen and/or appliances therein this should be reported to the SGB or school official. A contractor provided by the school will do arrangements for any electrical repair work.

28. CLEANING

- 28.1. The Lessee shall be responsible for cleaning the premises and reinstating them to a condition in which the premises were originally handed over and such reinstatement shall specifically comply with the provisions of Annexure "A" hereto.
- 28.2. All cleaning and reinstatement shall be performed within the reserved lease time and the applicable tariff will also apply for any portion of the lease used for cleaning and/or set-up purposes.
- 28.3. Should the premises not be cleaned to the satisfaction of the SGB or any authorised School official in charge of the Hall, he will request re-cleaning to be done and the actual cost thereof will be deducted from the deposit paid; if such deposit has been depleted, Lessee will be held responsible for such costs and an account generated for such purposes.

29. PREPARATION AND STORAGE OF FOODSTUFFS

The preparation or storage of foodstuffs and the placing of cooking utensils in unauthorised rooms and the toilets is strictly prohibited.

30. NO SMOKING IN THE SCHOOL HALL

The Lessee shall ensure that no persons smoke on the premises during the lease period, unless in compliance with specific signage permitting smoking, and at all times adhere to the provisions of the Tobacco Products Control Act if applicable. For purposes of the aforementioned Act the LESSEE will be deemed to be in control of the premises for the duration of the lease period.

31. USE OF OPEN FLAMES

The utilisation of open flames in the premises during performances, shows, exhibitions or demonstrations is only permissible with the prior written approval of the SGB, which approval may be subject to certain conditions.

32. SALE OF LIQUOR

The sale of intoxicating liquor at the hired premises shall only be undertaken with the prior written approval and authorisation of the relevant authorities.

33. GENERAL

- 33.1. The SGB does not guarantee that the premises will at time of occupation be in an identical condition to that at the time of confirmed booking as routine maintenance and upgrading may result in a change of colour schemes and/or movable items on the premises and the School shall not be responsible for any wasted costs related to such changes.
- 33.2. In the event of the premises being destroyed or becoming unsafe or unsuitable for use, damage by fire, act of terrorism or other incident prior to the commencement of the lease period, the Lessee shall have no claim for damages whether direct or indirect from the School. In such event the SGB will refund any monies paid by the Lessee in respect of the relevant lease.
- 33.3. Any supplementary electrical requirements of the Lessee will be subject to prior written consent from the SGB, which consent may be subject to conditions.
- 33.4. The introduction of supplementary equipment and/or furnishings onto the premises by the Lessee shall not affect any limitations on use and occupation of the facility as detailed in the annexure hereto.

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ANNEXURE "A"

Clause 33 of the *CONDITIONS OF HIRE OF THE SCHOOL HALL* refers.

After your function the following must be complied with when cleaning the facility:

ITEM	CONDITION
HALL	Must be left in same condition as found. Bins or plastic bags will be provided
TABLES AND CHAIRS	Must be placed in an manner that it doesn't endanger anyone's life
HALL FOYER	Must be left in the same condition was found
KITCHEN	Floors to be swept. Bins will be provided. Must be left in condition was found
DECORATIONS AND HIRED ITEMS INCLUDING TABLES AND CHAIRS	To be removed directly after each function
LATE EVACUATION OF PREMISES	Should the premises be evacuated after expiry of the booking time fees as described in the <i>CONDITIONS OF HIRE OF THE HALL</i> will be <u>charged</u>