



# GOVERNMENT GAZETTE

## OF THE

# REPUBLIC OF NAMIBIA

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WINDHOEK - 11 December 2015

No. 5900

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## General Notice

### MUNICIPAL COUNCIL OF WALVIS BAY

No. 559

2015

#### REGULATIONS RELATING TO CONTROL AND USE OF HALLS: LOCAL AUTHORITIES ACT, 1992

Under section 94(1)(x) of the Local Authorities Act, 1992 (Act No. 23 of 1992) the Municipal Council of Walvis Bay has, after consultation with the Minister of Urban and Rural Development -

- (a) made the regulations set out in the Schedule; and
- (b) repealed Government Notice No. 320 of 2006.

**U. NAMBAHU**  
**CHAIRPERSON**  
**BY ORDER OF THE COUNCIL**

Walvis Bay, 11 October 2015

#### SCHEDULE

1. Definitions
2. Purpose and times of use of facilities
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## Definitions

1. In these regulations a word or an expression to which a meaning has been given in the Act has that meaning and unless the context otherwise indicates -

“authorised official” means a person authorised by the General Manager;

“cafeteria” means the area designated as a cafeteria in a municipal hall, centre or sports facility;

“caretaker” means a person who is contractually or permanently appointed by the Council as supervisor of a municipal hall or a person lawfully acting on his or her behalf;

“Civic Centre” means the administrative head office of the Municipality of Walvis Bay situated within the Civic Centre Complex;

“Civic Centre Complex” means the area situated on erf 2045 Walvis Bay;

“community centre” means the area designated for community use within the Kuisebmond municipal buildings or the Narraville municipal buildings;

“community hall” means the municipal hall situated on the Civic Centre Complex or the remainder of erf 292 Kuisebmond or within the Narraville municipal buildings;

“conference room” means a room designated as a conference or committee room within the Civic Centre, the Kuisebmond municipal buildings or the Narraville municipal buildings;

“Council” means the Local Authority Council of Walvis Bay established in terms of section 2 of the Act;

“day” means the continuous period of nine hours between the time from 08:00 until 17:00;

“facility” means a town hall, community hall, community centre, Civic Centre or municipal office building;

“garden” means the area at a facility covered with plants, lawns or trees and used as a green area;

“Kuisebmond municipal buildings” means the municipal buildings situated on erf 300 Kuisebmond;

“lease period” means the entire period for which the facility is reserved and for which approval of use has been granted;

“lessee” means the person who has applied for the use of a facility and who has received written approval from the Council to use that facility;

“Narraville municipal buildings” means the municipal buildings situated on erf 3033 Narraville;

“night” means the continuous period of 15 hours between the time from 17:00 until 08:00;

“peg” means any metal, plastic or wooden pin or bolt driven into the ground and used to fasten any pole or rope;

“piazza” means the veranda and walkway from the parking area to the Civic Centre;

“side hall” means the area designated as a side hall of the municipal hall located at the Civic Centre Complex;

“tariff” means the fee or tariff payable in respect of a facility as promulgated in the *Gazette* in terms of section 30(1)(u) of the Act;

“tent” means a temporary shelter or cover made from canvas, plastic or a similar material supported by poles or ropes;

“the Act” means the Local Authorities Act, 1992 (Act No. 23 of 1992);

“training centre” means the area designated for training purposes within the Kuisebmond Municipal Buildings.

### **Purpose and use of facilities**

2. (1) A lessee may, subject to subregulation (2), use a facility for the purpose indicated on the reservation form only.

(2) A lessee may use a facility only if he or she has paid the -

(a) deposit as contemplated in regulation 5(1); and

(b) tariffs as contemplated in regulation 3(1),

for the specific purpose for which that facility is reserved.

(3) The Council may refuse an application for the use of a facility if the application does not comply with these regulations.

(4) The Council may impose any other condition for the use of the facility not contained in these regulations, as and when it considers it necessary.

(5) Subject to subregulation (6), a person may lease a facility only from 07:00 until 24:00 on each day.

(6) A lessee may extend the lease contemplated in subregulation (5) from 24:00 until 02:00, if that lessee obtains permission from the caretaker and pays that caretaker the time fee approved by the Council.

(7) A person must vacate the facility after the event at the time indicated on the reservation form.

(8) The Council may, in writing, terminate an approved letting of a facility with immediate effect if -

- (a) it is found during an inspection or the use of the facility that the lessee has violated or is violating these regulations; or
  - (b) the Council is of the opinion that the reservation is not in the public interest.
- (9) The Council may cancel the use of a facility, if -
- (a) it is found during an inspection or the use of the facility that the lessee has violated or is violating these regulations; or
  - (b) the facility is used for purposes other than the purpose for which the facility has been reserved and paid for,

and upon that cancellation the lessee must vacate the facility immediately and forfeit the deposit and tariffs paid for that facility.

(10) Only lessees who present drama performances, fashion shows or concerts at a facility may use the dressing rooms at that facility.

(11) A lessee may not sublet a facility or any part of it without first obtaining the written approval of the Council to do so.

(12) A lessee must ensure that a facility is kept tobacco smoke free and that no tobacco product is used within the facility as contemplated in section 22 of the Tobacco Products Control Act, 2010 (Act No. 1 of 2010).

(13) A lessee who contravenes subregulation (7) forfeits the deposit to the Council.

(14) Despite subregulation (13) a person who contravenes subregulation (7) commits an offence and on conviction is liable to, a fine not exceeding N\$2 000 or imprisonment not exceeding two years, or both that fine and imprisonment.

### **Tariffs**

**3.** (1) Subject to regulation 4(1), the Council may lease a facility to a lessee if the lessee pays -

- (a) the tariff for the specific purpose for which that facility is reserved; and
- (b) any other applicable tariff,

which is determined in the *Gazette* in terms of section 30(1)(u) of the Act.

(2) The Council may exempt a lessee from paying the tariffs contemplated in subregulation (1), if the Council -

- (a) receives a written motivation to do so from the lessee; and
- (b) is of the view that that exemption -
  - (i) is in the interest of the Council and community; or
  - (ii) is for the purpose of a *bona fide* welfare organisation registered for that purpose with the Ministry responsible for the registration of welfare organisations,

but the lessee must still pay the deposit as contemplated in regulation 5(1).

(3) The Council may determine a fee or fees payable directly by the lessee to the caretaker when the service of the caretaker is needed at times other than those prescribed in these regulations.

(4) A lessee must pay the fees contemplated in subregulation (1) to the Council within a period of 14 days from the date of the reservation to secure the reservation.

#### **Reservations and cancellations**

4. (1) A person intending to lease a facility or part of it from the Council must apply in writing on the reservation form annexed to these regulations and pay the deposit contemplated in regulation 5(1) and the tariffs contemplated in regulation 3(1).

(2) A person who makes a verbal or telephonic reservation to lease a facility must confirm that reservation, within four working days from the date of that verbal or telephonic reservation, by applying as contemplated in subregulation (1).

(3) The Council approves a reservation if a person complies with subregulation (1) and an authorised employee of the Council appends his or her signature to the reservation form.

(4) The Council may accept advance reservations for a facility, for not more than nine months, if the reservation form has been submitted and the fees contemplated in subregulation (1) are paid.

(5) If tariffs are amended during the reservation period contemplated in subregulation (4), the amended tariffs become applicable to the fees contemplated in regulation 3(1) with immediate effect from the date of that amendment in the *Gazette*.

(6) The Council may allow only one reservation per weekend per facility.

(7) Despite subregulation (6) a person may arrange, with the lessee of a facility for the weekend, to lease that facility from the Council if -

(a) that lessee submits a written approval of that arrangement to the Council before the application for the reservation of the facility of that person is considered; and

(b) that person pays the fees contemplated in subregulation (1).

(8) Subject to subregulation (9), a lessee may enter the facility on the day preceding the date for which that facility is reserved for preparations if that lessee has paid the fees contemplated in regulation 3(1).

(9) The Council must allow a lessee an opportunity to clean the facility and hand it back to the caretaker on the day following the date for which that facility is reserved and if that day is a public holiday or a Sunday, the next day is considered as the day for the cleaning and handing over.

(10) Despite subregulation (9), the Council may allow a lessee entry to a facility as contemplated in subregulation (8) if the lessee gives written confirmation to the Council that it will not hold the Council responsible for the cleanliness or usability of the facility.

(11) Once a reservation has been approved as contemplated in regulation 4(3) and the lessee cancels that reservation, the lessee must notify Council in writing of that cancellation and -

- (a) if that cancellation is received at least 120 days before the date for which the facility is reserved, no cancellation fee is payable;
- (b) if that cancellation is received at least 30 days or more but less than 120 days before the date for which that facility is reserved, a cancellation fee as determined in the *Gazette* in terms of section 30(1)(u) of the Act is payable;
- (c) if that cancellation is received 29 days or less before the date for which that facility is reserved, a cancellation fee equal to the full deposit contemplated in regulation 5(1) is forfeited to the Council; or
- (d) if a facility is leased as contemplated in subregulation (7) and that cancellation is received within the period contemplated in paragraph (c), a cancellation fee as determined in the *Gazette* in terms of section 30(1)(u) of the Act is payable.

(12) The Council may cancel a confirmed reservation of a facility if that facility is needed for a national event.

### **Deposit**

5. (1) A lessee must pay a deposit, determined in the *Gazette* in terms of section 30(1)(u) of the Act, for the -

- (a) reservation of a facility; and
- (b) purpose for which the facility is reserved.

(2) If a lessee causes loss or damage to the property of the Council the Council may retain the deposit contemplated in subregulation (1) or any part of it for the replacement of the loss suffered or repair of the damage caused.

(3) If the deposit contemplated in subregulation (1) is insufficient to cover the cost of the replacement of loss or repair of damage, contemplated in subregulation (2), the lessee is liable to pay to the Council the extra amount required to cover the cost of that replacement or repair.

(4) If the lessee fails to pay the caretaker the fees contemplated in regulations 2(6) or 3(3), the Council may deduct such fees from the deposit contemplated in subregulation (1).

(5) If the General Manager of Human Resources and Corporate Services or his or her nominee is satisfied that the lessee has not caused any loss or damage to the Council while using the facility, the Council must refund the deposit.

### **Damage or loss**

6. (1) The Council is not liable for damage to or loss of property which -

- (a) a lessee or person brings into or leaves at a facility or the grounds on which the facility is located; or
- (b) is rented from the Council.

(2) The Council is not responsible for security at the facility for the duration of the use of the facility by the lessee including the time allowed for the preparation for the event and the cleaning afterwards.

(3) If a person successfully sues the Council for damage or loss resulting from the lease of the facility by the lessee that lessee must pay for that damage or loss suffered.

### **Equipment**

7. (1) The lessee may use only the equipment reserved by that lessee and paid for as contemplated in regulation 3(1).

(2) The lessee must ensure that a person does not tamper with equipment at the facility, whether leased or not by that lessee, for the duration of the lease.

(3) Only the lessee or a caterer appointed by the lessee may use the cooking apparatus provided by the Council but only if the caretaker is supervising the use of that cooking apparatus.

(4) The caretaker must provide the required number of furniture, cutlery and crockery to the lessee as arranged when reserving the facility.

(5) The lessee is responsible for the moving or arranging of furniture at the facility but may move or arrange that furniture only under the supervision of the caretaker.

(6) If any damage is caused to the furniture or floors of the facility during the moving or arranging of that furniture as contemplated in subregulation (4), the caretaker is responsible for reporting that damage to the Council.

(7) It is not the responsibility of the Council to provide cutlery, crockery and tablecloths unless the lessee has reserved and paid the tariffs contemplated in regulation 3(1)(b), for the use of that cutlery, crockery and tablecloths.

(8) It is not the responsibility of the Council to provide for cleaning materials, detergents, soaps, toilet paper or ice during the event for which the facility is reserved.

### **Lighting, electrical and sound equipment**

8. (1) Extra or special lighting may not be installed or fixed to the facility other than loose standing units provided by the lessee.

(2) Lighting and other electrical appliances in the facility must be used under the supervision of and as arranged with the caretaker.

(3) The Council does not provide a public address and sound system at the facility.

(4) The Council is not responsible for loss or damage incurred by the lessee as a result of power failure, defective machinery, defective appliance or installations at the facility.

### **Furniture and equipment**

9. (1) The lessee must at the commencement of the lease -

(a) inspect the furniture and equipment to be satisfied that all furniture and equipment included in that lease are complete, intact and in good working order; and

(b) immediately report all defective furniture and equipment to the caretaker.

(2) If the lessee reports defective furniture and equipment as contemplated in subregulation (1)(b), the caretaker must make an inspection of the defective furniture and equipment, compile a list of that defective furniture and equipment and have the lessee sign that list.

(3) If the lessee fails to report defective furniture and equipment as contemplated in subregulation (1)(b), all furniture and equipment included in the lease are regarded as being intact and in good working order and if any of that furniture and equipment is found to be defective by the caretaker during the inspection contemplated in subregulation (4), the lessee must pay for the repair or replacement of that furniture and equipment.

(4) At the termination of the lease the lessee and caretaker must jointly inspect the facility, furniture and equipment that is part of that lease to ascertain whether -

- (a) damage to that facility, furniture or equipment has occurred; or
- (b) there is loss or shortage of that furniture or equipment.

(5) If at the joint inspection contemplated in subregulation (4), damage to the facility, furniture or equipment has occurred or there is loss or shortage of furniture or equipment, the lessee is liable for the repair of that damage or making good of that loss or shortage.

#### **Duties of lessee**

- 10.** (1) The lessee must ensure that -
- (a) the facility is used only for the purpose contemplated in regulation 2(1);
  - (b) no liquor other than liquor required for the event, for which the facility is reserved, is brought and consumed at that facility;
  - (c) if required by law to have a temporary liquor licence for an event at the facility, a temporary liquor licence is obtained as contemplated in section 8 of the Liquor Act, 1998 (Act No. 6 of 1998) and displayed at the facility as contemplated in section 49 of that Act;
  - (d) admittance to the facility is limited to the maximum admissible number of persons for whom the -
    - (i) facility was reserved and arranged; and
    - (ii) required tariff has been paid;
  - (e) all arrangements are made for the admission of members of the public, the provision of usherettes and the general maintenance of law and order; and
  - (e) proper supervision takes place during the use and lease of the facility and at any performance presented at the facility.

#### **Parking areas**

- 11.** (1) The lessee must ensure that -
- (a) the parking areas at the facility have sufficient refuse bins and that the parking areas are cleaned after the use of the facility; or
  - (b) arrangements are made with the solid waste section in the Department of Water, Waste and Environmental Management of the Council for the provision of refuse bins or cleaning of the parking areas.



(2) A person may not erect a tent in a parking area other than the area designated for that use as contemplated in regulation 14.

(3) If a person erects a tent as contemplated in subregulation (2) and causes damage to infrastructure above or below ground level the lessee must repair that damage, within 72 hours from the end of the lease period -

(a) at own expense; and

(b) to the satisfaction of the Council's General Manager of Roads and Building Control.

### **Piazza**

**12.** (1) The piazza must be used for pedestrian traffic only and a person may not erect a stall, tent or other structure on it.

(2) A person may not sell food or other wares at the piazza at any time during an event.

(3) A person who contravenes subregulations (1) and (2) commits an offence and on conviction is liable to, a fine not exceeding N\$2 000 or six months imprisonment, or both that fine and imprisonment.

### **Gardens**

**13.** (1) A lessee who intends to use the gardens for the erection of tents or other use must -

(a) obtain the approval of the Council's General Manager of Community and Economic Development, who may impose conditions for that use as he or she may deem fit and appropriate for an event; and

(b) repair damage to infrastructure above and below ground level caused by the erection of a tent -

(i) at own expense; and

(ii) to the satisfaction of the Council's General Manager of Community and Economic Development,

within 72 hours from the end of the lease period.

### **Erection of tents, decorations and fixtures**

**14.** (1) A lessee may -

(a) only erect a tent in the area designated for the erection of tents and only upon payment of the required deposit and rental tariff, which is a separate tariff from the tariffs contemplated in regulation 3(1); and

(b) not erect a tent, in a parking area as contemplated in regulation 11(2), or in the area contemplated in regulation 12 or 13.

(2) It is the responsibility of the lessee to enquire about the location of underground infrastructure or services before securing tents with pegs.

(3) If the lessee causes damage to infrastructure above and below ground level as a result of the erection of a tent, that damage must be repaired within 72 hours from the end of the lease period by that lessee at own costs and to the satisfaction of the Council's General Manager of Roads and Building Control.

(4) A lessee may -

- (a) use decorations at points designated, by the Council, for decorations in the facility;
- (b) use only decorations fixed on own support structures inside the facility other than the points contemplated in paragraph (a); and
- (c) subject to paragraph (a), not erect mural or ceiling decorations or use nails, screws or other materials to fix decorations on the walls, roof or ceiling of the facility.

(5) If a lessee contravenes subregulation (4)(c) the lessee commits an offence and on conviction is liable to, a fine not exceeding N\$2 000 or imprisonment not exceeding six months, or both that fine and imprisonment.

### **Right of entry**

**15.** An authorised official of the Council may enter the facility leased before, during or after the lease of that facility, at no charge, to determine whether the facility is being used for the purpose for which it was reserved and leased and to ensure that the lessee is in compliance with these regulations.

### **Presumptions**

**16.** A contravention of these regulations is, unless the contrary is proved, regarded as a contravention by the lessee who appended his or her name and signature to the reservation form.

**ANNEXURE****MUNICIPALITY OF WALVIS BAY****RESERVATION FORM - LEASE OF PUBLIC HALLS AND RELATED FACILITIES**

Applicant: \_\_\_\_\_ Tel/Cell No. \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Email address: \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Name, contact number and address of Responsible Person during period of lease: \_\_\_\_\_  
 \_\_\_\_\_

Facility required (mark with X): Walvis Bay Town Hall \_\_\_\_\_ Walvis Bay Side Hall: \_\_\_\_\_  
 Paved areas at Civic Centre: \_\_\_\_\_ Kuisebmond Community Hall: \_\_\_\_\_  
 Narraville Community Hall: \_\_\_\_\_ Kuisebmond Training Centre: \_\_\_\_\_  
 Purpose for which facility is required: \_\_\_\_\_  
 Estimated number of persons attending: \_\_\_\_\_  
 Date on which required: \_\_\_\_\_ Duration from \_\_\_\_\_ to \_\_\_\_\_ (time)  
 Preparation times needed (mark with X): 08:00 – 16:00 \_\_\_\_\_ OR 16:01 – 21:00 \_\_\_\_\_  
 Use of other equipment required: Stage: \_\_\_\_\_ Grand piano: \_\_\_\_\_ Podium: \_\_\_\_\_  
 Are you using a caterer? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, name of caterer: \_\_\_\_\_  
 Tel/Cell No. of caterer: \_\_\_\_\_  
 Use of own cutlery and crockery: Yes \_\_\_\_\_ No \_\_\_\_\_  
 If no, the lessee shall take personal and full responsibility for any loss or damage of stock, equipment to be used for catering, or any other item during use of the facility.

Declaration by Responsible Person: I, the undersigned (Lessee), hereby undertake and confirm that I:

1. Take personal responsibility and shall ensure full compliance with the Regulations relating to control and use of halls of Walvis Bay during my lease of the facility;
2. Undertake to vacate the facility at \_\_\_\_\_ (time) on the date that my lease expires.
3. Undertake to pay for any damage or losses caused that cannot be recovered from the deposit paid for that purpose.
4. Indemnify the Municipality of Walvis Bay and any/all of its employees of contractors against any claim of whatever nature due to my use of the facility leased/used, and against any damage or loss of equipment, decorations, stock or any other item brought into and kept on the premises during my lease/use of the facility.

\_\_\_\_\_  
 Signature of applicant and responsible person

\_\_\_\_\_  
 Date

(For official use only)

Application approved / refused: \_\_\_\_\_  
 General Manager: Human Resources and Corporate Services

Rental amount: N\$ \_\_\_\_\_ Deposit amount: N\$ \_\_\_\_\_

Receipt No.: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Date of payment: \_\_\_\_\_ Date of payment: \_\_\_\_\_