

## THE TERMS AND CONDITIONS OF USAGE OF THE TRUST'S FACILITIES

### 1. BOOKINGS

The Trust's facilities may be booked at the discretion of the Board of Trustees of The Trust provided that the relevant tariffs approved by the Board of Management are paid within 5 days of the date that the provisional booking was made. Failure to make payment within the stipulated 5 days will result in the provisional booking being **automatically cancelled**. All payments, including deposits, are to be made into the Trusts Banking account as indicated on the first page and the original deposit stamped by the bank be produced as proof of payment.

### 2. REFUSAL OF APPLICATION TO HIRE

The Trust reserves the right to refuse an application to hire any of its facilities.

### 3. PURPOSE FOR WHICH PREMISES ARE HIRED

The premises shall be used exclusively for the purpose as set out in the application form. Any substantial change in the use of the premises is subject to the prior approval of the Trust. In the event of the lessee deviating substantially from the purpose for which the accommodation was hired, i.e., without the approval of the TRUST, or Its Agent/s shall then have the right to cancel the booking forthwith and the lessee will have no recourse to recover consequential damage suffered.

### 4. PROVISION OF FALSE INFORMATION ON APPLICATION FORM

If during a function it becomes apparent that the lessee has made a false declaration on the application form concerning the purpose for which the premises will be used, the Trust 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 funds paid as liquidated damages.

### 5. HANDING OVER BEFORE AND TAKING OVER AFTER HIRING

Before the commencement of a lease period, the premises are to be inspected by the Trust official in charge of the hall together with the lessee or his / her representative. A record of any defect or damage in the premises will be on the attached checklist. This form must be signed and dated by the Trust official in charge of the hall and the lessee or his / her representative. The lessee shall remain liable for any damage which occurred during the lease period even instances where the lessee or his / her representative. The lessee shall not sublet the property under any circumstances.

### 6. DOMICILIUM

The lessee's domicilium citandi et executandi shall be the place stated as the address on the "Permit for the hire of the Trust's premises" issued relevant to the specific booking.

### 7. RIGHT OF ENTRY

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

### 8. COPYRIGHT

The Trustees of the Board does not in terms of this agreement give the lessee any rights of whatsoever nature to any work including, but not limited to, musical works and artistic works. It is always 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 Trustees of the Board against all claims for damages which may be made against The Trustees of the Board by reason of any infringement upon or violation of the copyright of any third party by the lessee and or any persons he/she permits onto the premises.

#### **9. 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 authorisation required, and The Trust does not in any way guarantee that the premises are in fact suited to the types of activities the lessee intends to conduct during the lease period nor that any permits and or authorisations will, in fact, be granted. Instructions given by the Trust's official in charge and or members of the South African Police Service must be obeyed by the lessee.

#### **10. NOISE CONTROL**

**The entire premises are regarded as a religious site and its sanctity will be observed.**

The lessee shall ensure that any loudspeaker or other device for the reproduction or amplification of sound used, is used in such a manner or for such a time or in such circumstances that the sound thereof 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 always comply with the requirements of the **Noise Control Regulation (PN 627/1998)** and shall be obligated to forthwith carry out any instructions of The Trustees or its official in this regard.

#### **11. SECURITY & PARKING ARRANGEMENT**

The Trust does provide a limited car park for use by the Hirer and cannot be held responsible for any damage to vehicles or theft of vehicles whatsoever.

If, the opinion of The Trustees of the Board, 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 several security officers as may, in the opinion of the authorised official, be sufficient to ensure the maintenance of order on such occasion.

The Hirer or its guests shall not engage in Washing or Repairing their own vehicles on site. The Hirer or its guests shall engage in any form of entertainment, be it loud music from within or outside the vehicle 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 Trustees of the Board shall be entitled to cancel the booking made and to forthwith prohibit the use of the premises and to secure the premises.

#### **12. Prohibition of Lethal Weapons, Fireworks, and other Dangerous Objects**

The Trust is committed to providing a safe and secure community Centre environment. Subject to the exceptions, the Trust prohibits the possession, use or storage of firearms, other lethal weapons, fireworks, and other dangerous objects or materials by anyone:

On any property owned, leased, or controlled by The Trust, including but not limited to all buildings, land, parking areas, sidewalks and common areas.

The Lessee shall ensure that peace, no fighting or other forms of violence does not occur on the leased site.

#### **13. 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 emergency.

#### **14. PREPARATION AND STORAGE OF FOOD PROVISIONS**

The preparation or storage of food or ingredients and the placing of cooking utensils in the Cloakrooms and or toilets are strictly prohibited.

#### **15. EXIT SIGNS**

The emergency exit signs in the premises must remain illuminated for the duration of the tenancy.

The lessee will be held responsible for ensuring that all escape doors are kept free of any obstruction and are in no way secured by means other than the fitted strike lock.

The hire of the premises shall entitle the lessee to make reasonable use of all the kitchen equipment therein such kitchen may not be utilised for cooking of foodstuff other than for reheating of pre-prepared dishes.

The Trustees of the Board do not warrant the suitability of the kitchen equipment for any catering purposes and use thereof shall be at the risk of the lessee.

Should there be any electrical problems related to the kitchen and or appliances therein this shall be reported to the Trust official in charge of the building and any electrical repairs will be carried out by the Trust approved contractor or under the supervision of such a designated contractor.

#### **16. TOILETS AND ABLUTION FACILITY**

The Lessee shall provide personal Hand Towels, liquid Soaps, extra Toilet Rolls, Air Fresheners, and any other personal effects used in the facility.

The Lessee shall ensure that the facilities are kept clean and tidy for the duration of the stay.

#### **17. CLEANING OF THE FACILITY AFTER THE EVENT**

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.

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 purpose.

Should the premises not be cleaned to the satisfaction of the Trust official in charge of the building, will cause the further 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 purpose.

**The Hirer must** clear the premises of personal belongings by not later than 10h00 on the day after the hired day.

#### **18. NO SMOKING & ALCOHOL IN THE CENTRE**

**The entire centre is zoned a NO SMOKING AREA in terms of the Tobacco Products Control Act as Amendment, No 63 of 2008.**

**The lessee shall ensure** that no person's smoke on the premises during the lease period, unless in compliance with specific signage permitting smoking, and always adhere to the provisions of the **Tobacco Products Control Act** the lessee will be deemed to be in control of the premises for the duration of the lease period. The pavement area in front of the gates is designated for smoking.

- 19. The Trust Do Not operate a "bar facility" under the Liquor Licence Act. Under NO circumstances** shall liquor or any other Alcoholic beverages or PHD Drugs may be brought onto the premises by any person organizing or attending the function either for serving or personal use. **No liquor or Drugs will be served to anyone or consumed on the entire premises whatsoever.**

#### **20. CONFERENCE OR SESSION ROOMS**

The Lessee shall not serve and ensure that the guest **do not eat** or bring along "takeaways" meals, apart from the normal tea breaks with snacks, to the facility. The Lessee shall ensure that utmost care is undertaken to the aesthetics, Chairs, Boardroom table, etc. provided.

#### **21. MASJEED & SALAAH FACILITIES**

There is a Masjid about 500 meters away from the Centre, the third Streets left, down along **Ingelby Street**, at 114 **Jamestown Ave. Masjidul Muaaz bin Jabal**. We encourage the usage of the Mosque as it simultaneously has facilities for ladies too. In the event of a Nikaah, the Hirer will make the necessary arrangements for Imam, venue and whatever necessary for the solemnization of the Nikaah. There is a Musalaah facility in the Trust's Administration building with wudhu amenities in the Ablution block in the parking area and may be used upon prior arrangement. There is no signage in the Centre, to indicate the said Masjid, therefore you are expected to make the necessary announcements thereof.

#### **22. THE COST TO BONA FIDE COMMUNITY-BASED CBO OR NON-PROFIT ORGANISATION - NPO**

Should the Trust's Board of Management reduce/ waiver donation cost of Hiring of its facilities, such a privilege will only be accorded the Organisation and not to **the Hirer's** membership or individual/s in their personal capacity, with the organisation.

## **23. KITCHEN, CROCKERY, CUTLERY, TABLECLOTHS, GLASSES, TABLES AND CHAIRS.**

23.1 The Hirer may request the use of the equipped kitchen.

23.2 Crockery, cutlery, and tablecloths are not supplied by the Trust.

23.3 The Caterer providing the above should ensure that they are clean and once used are removed to be cleaned at its own designated premises and not in the kitchen or otherwise. The Trust will not be held responsible for the Caterer's property left during or after the event at the premises.

23.4 The Trust has an adequate number of tables and chairs, which may be used by the Hirer. Should the hirer require extra Table, chairs, or any other requisite, it will be the responsibility of the Hirer.

## **24. DAMAGES**

The hirer shall be liable for the full reparation costs of any damages caused by negligence or whatever means to the hired facility incurred during the period for which the facility was hired. In the event of any damages being more than the deposit paid, The Trust retains the right to claim the full amount of such reparations from the Hirer. During the period of hire, the Hirer shall take reasonable measures to secure the full premises through controlled access so as to ensure that the rest of the Trust's buildings on the premises are not exposed to risk or damage. The Hirer accepts that, upon receiving access to the premises, he/she remains legally responsible for the complete site.

## **25. NO ALTERATIONS**

The Hirer shall not knock any form of nails, screws, permanent two-way adhesive tape or tie any form of wire appendages to the Trust's property or fittings. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Bookings Officer.

Any form of approved alteration, fixture or fitting or attachment so approved shall at the discretion of the Trust or its agents remain in the premises at the end of the hiring and become the property of the Trust or be removed by the Hirer who must make good to the satisfaction of the Trust any damage caused to the premises by such removal.

## **27. ELECTRICITY & WATER RESOURCES**

The local City of Joburg Municipality provides services to the Trust's properties and it is assumed that the Hirer will use such services sparingly and avoid wastage. If for some reason/s beyond the Trust's control, that such services cannot be delivered to **the Trust's** properties, **The Trust** can not be held responsible for any inconvenience caused. **The Hirer** will make alternative arrangements accordingly at **no cost to The Trust**. Although the Trust has made battery backup available in the hall, the Trust cannot be held liable in the event of load shedding or battery backup failure.

## **28. INDEMNIFICATION**

The Hirer indemnifies The Trust or its agents and agrees to keep The Trust indemnified against all costs, expenses, claims and liabilities arising from loss or damage to property or injury or death of persons from or during the period of hire.

The Trust shall not be held liable for any loss or damage in which the Hirer may be involved in the consequence of any defect or neglect in the arrangement attending the letting of the hall however caused in arising in any way from the hire of the hall and the hirer hereby indemnifies

The Trust, indemnified against all actions, suit, proceedings, claims, demand, cost, damage and expenses which may be levied or made against The Trust or which The Trust 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 Hirer's occupations at or use of the hall and the Hirer hereby further indemnifies The Trust against all cost, damage and expenses which may be suffered by The Trust as a result of any damage of whatsoever nature caused to The Trust arising directly or indirectly out of the Hirer's occupation or use of the hall.

## 29. Overtime Charges

Should the Hirer exceed the time specified, an overtime charge is applicable according to the sliding scale below:

1 hour overtime	R500.00
2 hours overtime	R1500.00
3 hours overtime	R2000.00
4 hours overtime	R3000.00
5 hours overtime	R4000.00

The Hirer herewith declares that he/she or his/her duly appointed representative has read the Terms and Conditions as set out in the document above entitled **"Use of Trust Facility Contract: Terms and Conditions"**, and fully understands the terms and conditions for the hiring of the facility at **Suleiman Nana Memorial Centre** as stipulated in the document. The Hirer or his/her duly appointed representative **herewith accepts the said Terms and Conditions**.

\_\_\_\_\_  
Name of Hirer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Hirer

For or on behalf of \_\_\_\_\_

## ANNEXURE A

Clause 16 of the **CONDITIONS OF THE TRUST FACILITIES** refers.

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

ITEM	CONDITION
HALL	Must be left in the same condition as was found in. Bins will be provided.
TABLES (30) CHAIRS (200)	Must be placed in the middle of the hall as found in
HALL FOYER	Must be left in the same condition as found in
KITCHEN AND KITCHEN FOYER	Floors to be swept & Wash. Bins will be provided. Must be left in condition as was found in
DECORATIONS AND HIRED ITEMS INCLUDING TABLES AND CHAIRS (Excluding Trust property)	To be removed directly after each function
LATE EVACUATION OF PREMISES	Should the premises be evacuated after the expiry of the booking time further fees as described in the <b>CONDITION OF HIRE OF THE TRUST FACILITIES</b> will be levied.

## ANNEXURE B

## **RESERVATION**

### **The Procedure of Reservation OF THE TRUST FACILITIES refers.**

The Community Based Organisations (CBO) will be given preference from Mondays to Thursdays only.

To enable the Trust to facilitate your usage of the facilities at the Venue, It is important that the Lessee secure a Firm Booking for the same. The following **Two-Step procedure** will adhere to:

#### **STEP 1**

- a. Ensure that you have **a day and Date** of the occasion. Check with the Official of the Centre whether the said Date is Available.
- b. Make a full Deposit of the Usage Fee into the designated Banking Account as indicated on the Application.
- c. The Proof of Payment together with your completed Application form be presented to the Official of the Centre.
- d. The Official will immediately make the necessary dated entry as detailed in the application form which will secure and confirm the Lessee's Reservation.

#### **STEP 2**

- a. Make a full Deposit of the Usage Fee into the designated Banking Account as indicated on the Application.
- b. The Proof of Payment together with your completed Application form be presented to the Official of the Centre.

## **COVID 19 Indemnity**

**This Covid 19 package applies while government lockdown restrictions apply. This package is applicable according to SA Government protocols. Any failure to adhere to said restrictions will NOT be the responsibility of Suleiman Nana Trust nor will Suleiman Nana Trust be financially liable in any way whatsoever.**

**The Lessee will provide sanitiser for their functions and Sulieman Nana Trust will ensure that the facilities are cleaned and sanitised as far as possible before the event. If any function falls under the emergency SA Lockdown procedures, only the deposit will be forfeited, and the balance refunded. Alternatively, a postponement for another date will be accepted.**