

QUALITY MANAGEMENT SYSTEM

PL-007A-FIN Facility Hiring Policy

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FACILITY HIRING POLICY

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1. PURPOSE

The purpose of this policy is:

- 1.1 to define the terms and conditions for the hiring or renting out of College Facilities or for the provision of services pertaining to the facilities being hired or rented out;
- 1.2 to restrict the hiring or renting out of College Property to ensure equipment and utensils are only hired or rented out, whilst on College premises; and
- 1.3 to optimise the financial impact that Facility hiring may have on the College.

2. SCOPE

This policy will apply to all Facilities or Property of the College that, due to their nature, could be available for hire to third parties.

3. LEGISLATIVE FRAMEWORK AND BEST PRACTICE REGULATIONS

Key principles contained in the following legislation were applied to develop this policy:

- a) CET Act No.16 of 2006, as amended (formerly the FET Colleges Act);
- b) Preferential Procurement Policy Framework Act 5 of 2000 (PPFA);
- c) Public Finance Management Act, 1999 (Act No 1 of 1999 as amended by Act 29 of 1999) (PFMA);
- d) National Treasury Regulations, March 2005; and
- e) National Treasury Regulations Gazetted 30 November 2012.

4. CONDITIONS FOR LONG-TERM HIRE OF FACILITIES

- 4.1 All potential Tenants or Hirers of College Facilities will be required to complete lease, hire or rental Agreements (collectively Agreements) before occupation. The lease must set out the terms and conditions of hire.
- 4.2 The Tenant and terms of Agreement must be approved by the Deputy Principal: Corporate services.
- 4.3 Leases must provide for rental income to be received monthly in advance by the 7th calendar day of each month directly into the bank account of the College.
- 4.4 Rentals should be escalated annually for each forthcoming year by the previous year's rate of inflation (CPI).
- 4.5 Tenants may not make alterations or improvements to the Facilities and or Property being rented without the written permission of the Principal of the College.
- 4.6 Tenants will be responsible for the general maintenance due to wear and tear and any other damages caused to the interior of the premises, whilst the College will be responsible for the exterior maintenance of the premises.
- 4.7 The College will continue to insure the premises, but the Tenant must insure his/her own contents.
- 4.8 Tenants will be required to repair damage to the interior of the premises hired by them, or exterior of the Property damaged by them, and must do so within 2 months of the matter having been brought to their attention by the Campus manager.
- 4.9 Tenants will be required to pay to the College a refundable deposit equal to at least one month's rental, at the time of signature of the Agreement.
- 4.10 Inspections of the venue/facility before and after the hire period must be conducted by the Campus Manager or delegated person.
- 4.11 Agreements should provide for the limitation of any liability by the College and its employees.
- 4.12 Long term agreements should specify activities not allowed by the College on the hired facility.

5. CONDITIONS FOR SHORT-TERM HIRE OF FACILITIES

- 5.1 Each potential Hirer must be required to complete a Short-term hire contract.
- 5.2 The Hirer must agree to pay the full cost of hire, for the agreed period. The college may charge a refundable deposit to defray the cost of repair of potential damage caused by the hirer as will be indicated in the hire agreement. The rand value of the deposit will depend on the event for which the Hirer is seeking to use the premises, and the potential risk involved.
- 5.3 Rates of hire should be effective for a year, month, week, day, hour or part thereof effective from each year commencing 1 January, and will be approved by Exco.
- 5.4 Short term agreements should specify activities not allowed by the College on the hired facility.

- 5.5 The required deposit, where applicable, must be paid into the College bank account to confirm the booking within 7 calendar days of the provisional booking of the facility being hired.
- 5.6 Full payment is required to be paid, directly into the bank account of the College at least two (2) weeks before the event for which the facility has been booked. No access to the facility will be granted until full payment is received.
- 5.7 Any utensils and other Equipment (e.g. Projectors, screens, tables, chairs etc.) forming part of the facilities being hired must be accounted for prior to use and a signature obtained from the user. These items must be returned in the same clean and working condition as when hired, otherwise a cleaning fee must be levied and deducted from the deposit.
- 5.8 Any deposit paid will only be refunded after inspection by the Campus Manager, or delegated person and when either of them provides written authorisation to the Finance department to make a refund. If there are any damages or a shortfall of utensils, the damages and/or value of the shortfall will be deducted from the deposit.
- 5.9 The refund period for the deposit is a maximum of 30 calendar days, following completion of the event. Within this period the Campus manager must decide on what penalties are incurred and refund the balance of the deposit.
- 5.10 All functions must comply with Local Community requirements and Municipal By Laws with regards to finishing time, noise levels, etc.
- 5.11 No chairs, tables or utensils belonging to the College should be removed by the Hirer for any purpose whatsoever from the premises.
- 5.12 The Hirer, his/her staff and event attendees must at all times obey site security, health and safety regulations and notices displayed, and speed restrictions, College/Campus Facilities rules and regulations and any other applicable policies and procedures.
- 5.13 Under no circumstances is the possession of firearms permitted on the Facility.
- 5.14 If an interior decorator (event organiser) is used by the Hirer, the interior decorator and Hirer must agree an access time(s) with the Campus Manager.
- 5.15 All decorations may only be hung at places and in the manner indicated by the Campus Manager.
- 5.16 Interior decorators must remove all decorations on the same day the function is held. If this is not possible, alternative arrangements must be made with the Campus Manager.
- 5.17 When using a catering company, the Hirer must firstly declare all items entering the premises at security prior to the function and ensure that all of the caterer's chairs, tables, crockery and cutlery are removed and declared after the function.
- 5.18 The final approval for hire can still be revoked if the purpose of the hire does not conform to the general ethics and culture of the College.
- 5.19 Agreements should provide for the limitation of any liability by the College and its employees, and shall inform the Hirer that entry to the premises is at own risk at all times.
- 5.20 Inspections of the venue/facility before and after the hire period must be conducted by the Campus Manager or delegated person.
- 5.21 The Hirer, as well as the Campus Manager or delegated person must list all the items in the relevant venue as well as the condition of the items/facility prior to the completion of the agreement and utilisation of the items/facility.

- 5.22 The potential Hirer must receive the conditions, rules and regulations with regard to the hiring of the relevant Facility/Facilities as well as the required Agreement, prior to the payment of the deposit. Should the potential Hirer agree to accept the conditions, rules and regulations, then the contract is completed accordingly.
- 5.23 The Campus Manager or delegated person must make all the necessary arrangements with the security prior the commencement of the lease.
- 5.24 Computer rooms and venues where specialised teaching and learning equipment has been installed may not be Hired out for non-teaching activities.

6. GLOSSARY

For the purpose of this policy, unless the context indicates otherwise, the following definitions, acronyms and abbreviations are set out for the terms indicated:

- 3.1 **“Act”** – is the CET Act No.16 of 2006, as amended.
- 3.2 **“Agreement”** – a written document signed by two parties, relating to the hiring or renting out of College facilities to a second party, where the College is the first party.
- 3.3 **“Campus Manager”** – is the College campus head who provides leadership in directing and supporting all students, faculty, and staff at the designated campus.
- 3.4 **“College”** – is the College of Cape Town
- 3.5 **“Confirmed booking”** – is a binding agreement for the hiring of College Facilities to third parties.
- 3.6 **“CPI”** – the official rate of consumer inflation as published from time to time by Statistics South Africa.
- 3.7 **“Employee”** – is any official, employed by the College, irrespective of grade, full-time or part-time, Council or Department of Higher Education and Training appointed, or paid on a salaried or an hourly/daily individual basis.
- 3.8 **“Exco”** – is the Executive Committee reporting to College Council.
- 3.9 **“Facility”** – a complex of buildings, structures, roads and associated equipment, or part thereof, which represents a single management unit for financial, operational, maintenance or other purposes within a College.
- 3.10 **“Hirer”; “Tenant”** – is the person, company, organisation or institution hiring the College venue or Facility.
- 3.11 **“Long term”** – a period of time equal to or longer than one year.
- 3.12 **“Property”** – is any asset that belongs to or is under the control of the College.
- 3.13 **“Short term”** – a period of time less than one year.