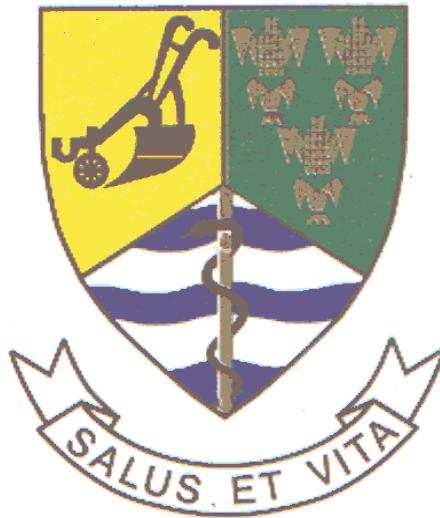


BELA- BELA LOCAL MUNICIPALITY



POLICY ON USAGE OF SPORT AND RECREATIONAL FACILITIES 2020/2021

| CONTENTS | PAGE |
|------------------------------------|-------------|
| Definitions..... | P.3 |
| Acronyms and Abbreviations..... | P.4 |
| Background..... | P.5 |
| Problem Statement..... | P.5-6 |
| Desired Outcomes..... | P.6 |
| Parameters..... | P.6 |
| Strategic Alignment..... | P.6-7 |
| Bookings..... | P.7 |
| Free Bookings..... | P.7 |
| Booking in advance..... | P.7-8 |
| Payment of bookings..... | P.8 |
| Equipment..... | P.8 |
| Conditions of use of facility..... | P.8 |
| Tariffs..... | P.8-9 |
| Tariffs to be paid..... | P.9 |
| Liability..... | P.10 |

DEFINITIONS

| | |
|---------------------------|---|
| Booking | A formal, written request by a user to gain access to a specific facility, on a specified date and at a specified time. |
| Free bookings | Bookings that are approved and allow use of facilities at no charge. |
| Morning booking | Bookings that take place earlier on in the day, sometimes before 07:30. |
| Afternoon booking | Bookings that take place later on in the day, usually after 16:00. |
| User | An individual or organisation that books a specific facility to host a specific activity. |
| Deposit | A sum of money contributed in advance to the municipality by the user to secure booking of a specific facilities. |
| Breakage deposit | A portion of the deposit paid for the booking that is withheld in the event of the users damaging any part of the facility. |
| Refundable deposit | A portion of the deposit fee that is paid back to the user in the absence of any issues arising from their booking (no broken materials; the facility is clean; no equipment is left behind after the event). |
| Charity | Events that are hosted with no profit being expected by the organizer(s). |
| Confirmed fixtures | A list of games and/ or matches scheduled by clubs with full details on playing times and venues. |
| Equipment(s) | Podiums, tables, chairs and sport equipment, e.g. soccer poles and netball |
| High risk events | Events that involve major logistical arrangements, and where a large number of people are expected to be in attendance. |
| Liability | The responsibility of Bela- Bela Local Municipality and the user(s). |
| Lights | Permanent units available at facilities that provide visibility during period of play in the dark. |
| Permanent fixture | Any materials that will remain in place after the user has vacated the premises. |
| Penalty fee | A fee to be paid in arrears by the users due to not complying with the approved booking times. |
| Practice session | A specific period when users are on the facility premises, but not engaging in competitive play. |
| Prescribed Form | The MCP form used by the Sport and Recreation unit to capture information related to a booking. |
| Public holiday | A day declared to be a public holiday as per the provision of the Public Holidays Act, 1994. |
| Tariffs | Fees paid by users of facilities to ensure access to a facility as per the request. |

ACRONYMS AND ABBREVIATIONS

| | |
|-------|------------------------------------|
| IDP | Integrated Development Plan |
| SOCOM | Social and Community Services |
| CBO | Community Based Organisation |
| NPO | Non-Profit Organisation |
| NGO | Non-Government Organisation |
| NDP | National Development Plan |
| NSRP | National Sport and Recreation Plan |
| NGO | Non-Governmental Organisation |
| NPO | Non-Profit Organisation |
| EFT | Electronic Funds Transfer |
| CBD | Central Business District |
| HOD | Head of the Department |

1. BACKGROUND

The determination of a policy is a well thought out process, especially when the policy being implemented has financial implications. The determination of the amount of monies to be paid by any of the parties involved is important as the final figure being presented. It has to be a fair amount, and one that is based on practical considerations. The process also involves benchmarking, and this is often done through comparing the policy one is developing with those that are already in place in the industry so as to ensure fairness and relevance.

The mandate of local government is to provide sport and recreational facilities which are accessible to the community, and the implementation of the tariff is meant in no way to exclude certain groups or individuals from using the facilities. Instead, it should be seen as a sign of goodwill between the entity paying the fee and the municipality to say that one party will pay for exclusive access rights as per the request or application, and the other party agrees to use the monies being paid to further develop the facility. This way, the tariffs being implemented are beneficial to all parties involved.

Due to current legislation nor proving directives as to the tariffs to be paid, and the amounts thereof, Bela- Bela Local Municipality has the discretion and powers to determine tariffs to be charged to users of Sport and Recreation facilities across the municipality, subject to community participation and consultation.

The fees charged at each of the facilities are based on a variety of factors, which are all unique to each of the facilities as no two facilities are the same. Factors taken into consideration are size of the building, the type of activity to take place, the resources required as per the request received, the type of users for the activity, and the general condition of the facility being requested.

2. PROBLEM STATEMENT

Over the years, the Bela- Bela Local Municipality has managed to develop Sport and Recreational facilities through MIG and own source funding. Community halls, sport grounds and courts have been constructed to ensure that the community has access and engage in sport and recreational activities. Various community organisation such as the Sport and Recreation Council, Arts and Culture Council, NGO's, CBO's, NPO's, political organisations public and private sector institutions utilize the facilities. To this end, usage is not regularised and the facilities are prone to vandalism and decreased life span.

The problem emerges from lack of proper control system in usage of the sport and recreational facilities. The arts and culture fraternity and other structures of Civil Society expressed their discomfort of not being able to access facilities as much as the sport fraternity does. They feel that the Sport fraternity and political formations are favoured over other equally important community stakeholders.

Even though there is no policy guiding the usage of facilities, the municipality has effected tariffs to ensure revenue collection for repairs and maintenance.

Generally fees that are currently being charged by the municipality for booking of some facilities are not feasible any longer as the economic situation and availability of facilities is much more different than it was years ago. It is based on this that any tariffs to be paid be carefully considered and discussed.

The municipality recognises the benefits and importance of involving local communities and regular users in the management, maintenance and security of facilities. It promotes a sense of ownership, pride and communal responsibility. However, clear guidance is needed on the powers, rights, roles and responsibilities of sport clubs and regular users operating municipality owned sport facilities.

3. DESIRED OUTCOMES

The management of sport and recreational facilities in a manner that ensures:

- 3.1 Public access to sport and recreational facilities;
- 3.2 Lease and management agreements that are clear, well-structured and easy to understand.
- 3.3 The development of a record of maintenance;
- 3.4 Improved coordination between the municipality, individual users and structures of civil society on usage of facilities.
- 3.5 Environmentally sustainable and economically sustainable Sport and Recreation facilities.
- 3.6 The preservation of municipal sport and recreational facilities for future generations.

4. PARAMETERS

- 4.1 This policy covers all outdoor and indoor municipal sport and recreational facilities.
- 4.2 This policy excludes sport and recreational facilities at resorts municipal parks.
- 4.3 This policy seeks to clarify the roles, rights and responsibilities of the users and partners in the management and maintenance of sport and recreational facilities in relation to:
 - 4.3.1 The coordinating role and related responsibilities of users.
 - 4.3.2 The governance and use of the facility especially in relation to financial matters such as revenue generation.
 - 4.3.3 Identified operational matters which require specific contractual agreements.

5. STRATEGIC ALIGNMENT

This policy aligns with the following strategy documents that inform the municipality's priorities:

- 5.1. National Development Plan (NDP), 2013 The NDP refers to the role of local government in building social cohesion by providing green spaces and community sport and recreation facilities which enable communities to interact at a local level.
- 5.2. National Sport and Recreation Plan (NSRP), 2012 The NSRP refers to the role of local community structures in the planning, construction and management of facilities.

5.3. Integrated Development Plan (IDP) 2017-2021: This policy is aligned to the strategic focus area of the inclusive municipality articulated in the IDP. This refers to the provision of facilities that make people feel at home as well as engaging communities in the planning, provision and management of facilities.

6. BOOKINGS

- 6.1. The approval for use of Bela- Bela Local Municipality sport and recreation facilities will be subject to the conditions set out in this policy document as determined by the Municipality from time to time
6. 2. All requests for hire or usage of the facilities shall be made in writing on the prescribed form, not less than seven (7) working days prior to the event, and shall be dealt with in the order in which they are received.
6. 3. The person signing the application form should be 18 years or older, and provide proof thereof upon request.
6. 4. The person signing the application form, as well as the organization, shall be held jointly liable for any damages to municipal property during the time of use.
6. 5. The applicant, or a representative, will ensure compliance to the relevant legislation.
6. 6. Arrangements for additional resources (PA systems, chairs, etc) are the responsibility of the user.
6. 7. All users of the facilities shall vacate the premises no later than the times stipulated in the operating hours. Should the event carry on beyond the approved times, the deposit fee will be forfeited.
6. 8. The above mentioned conditions apply to the use of sport and recreation facilities and the buildings attached thereto.
6. 9. Exclusions to the policy will be festivals or events of a non-sport or recreation nature.

7. FREE BOOKINGS

- 7.1. Free bookings will be granted upon receipt of a written request addressed to the Head of the Department: Social and Community Services at least 14 working days prior to the event or activity.
7. 2. Free bookings include, but are not limited to:
 - a) Official municipality functions
 - b) National and Provincial Government events
 - c) Co-hosted sport and recreation events with Bela-Bela Local Municipality
 - d) Local community meetings and gatherings
 - e) Activities coordinated by Local Sport Confederation and Arts Forum
 - f) Community upliftment initiatives coordinated by structures of Civil Society
7. 3. Persons and organizations using the facilities will be held liable for any damages to municipal property, or loss, during the time of use.

8. BOOKING IN ADVANCE

8. 1. Bookings can be done in advance subject to submission of confirmed fixtures.
8. 2. All organizations and/or persons using the facilities will be held liable for any damages to municipal property, or loss, during the time of use.

9. PAYMENT FOR BOOKINGS

9. 1. All payments for bookings shall be made at the Revenue Section, based at the Municipal main building office in the CBD or through the bank EFT.
9. 2. Bookings shall be confirmed by the Facility Management Office upon receipt of proof of payment.

10. EQUIPMENT

10. 1. It is the responsibility of the user and/ or applicant to verify the availability of all necessary equipment when making the booking.
10. 2. No equipment, chairs, etc will be moved from one facility to another without prior request to, and subsequent approval by, the HOD: SOCOM or a delegated official.
10. 3. Only Bela-Bela Local Municipality Facility Management unit staff members will be responsible for the co-ordination, placement and removal (if necessary) of equipment at various facilities.
10. 4. No equipment will be loaned to the public for use outside of municipal premises.

11. CONDITIONS OF USE OF FACILITIES

- 11.1. No use and/or consumption of alcohol shall take place on municipal premises during the time of the event or activity.
- 11.2. No firearms, weapons and dangerous objects, shall be allowed on the Premises before, during and after the event or activity, with the exception of law enforcement officers.
- 11.3. No acts of violence from any persons shall be tolerated during the course of the event and/or activity.
- 11.4. All cooking or food preparations shall take place in designated areas only.
- 11.5. No permanent fixtures shall be attached to any part of the facility during the booking period
- 11.6. All users shall refrain from using stickers, markings and other materials that might cause temporary and /or permanent damage to municipal property.
- 11.7. The municipality reserves the right to not approve the use of a facility if the expected and/ or estimated number of guests, participants, spectators and/ or users exceeds the capacity of the requested facility.
- 11.8. Seasonal usage of the facility will be based on the seasons as confirmed by federations: soccer, cricket, rugby
- 11.9. Creative industry may enter into a lease agreement with the municipality.

12. TARIFFS

- 12.1. Payment of all relevant fees must be made as stipulated above in section 9.
- 12.2. A refundable deposit equal to the rental amount will be charged to cover for damages or loss as per the following:
 - a) Breakage - to be deducted in cases where municipal property gets broken during the use of the facility;
 - b) Cleaning- to be deducted should the facility be in need of cleaning after the event;

- b) Storage- one (1%) percent will be deducted on a daily basis from refundable deposit, for all the equipment left behind by the users, until all the equipment is removed from the facility;
- d) Loss- in cases where some of the equipment or municipal property gets lost or is misplaced.

12.3 In an instant where the damage exceeds refundable deposit amount the municipality will source quotation and the user will be liable for payment.

13. TARIFFS TO BE PAID

The following are proposed tariffs to be effected per use of facility and/or user type:

| RENTAL OF MULTI-PURPOSE CENTRE | 2019/2020 | 2020/2021 |
|--|------------------|------------------|
| Inside the hall: | Rand | Rand |
| a) Meetings (per day) | 1029 | 1076 |
| b) Conference/workshop (per day) – <i>(remodelled)</i> | 5000 | 5230 |
| c) Religious service (per day) - <i>(remodelled)</i> | 2300 | 2406 |
| d) Wedding or party (per day) - <i>(remodelled)</i> | 5000 | 5230 |
| Outside the hall (grandstands) | | |
| a) Meeting (per day) | 710 | 743 |
| b) Workshop (per day) | 710 | 743 |
| c) Religious service (per day) | 532 | 556 |
| RENTAL OF OTHER HALLS | | |
| a) Meeting (per day) | 560 | 586 |
| b) Religious Services (per day) | 368 | 385 |
| c) Other events | 633 | 662 |
| d) Workshop (per day) | 633 | 662 |
| Rental of Soccer Fields | | |
| a) Concerts and other special events - <i>(remodelled)</i> | 5000 | 5230 |
| b) Game per league | 73 | 76 |
| c) Game per Challenged | 109 | 114 |
| d) Game per tournament | 280 | 293 |
| Rental of Sports Field-Bela Bela High School | | |
| a) Special events - <i>(remodelled)</i> | 5000 | 5230 |
| b) Soccer game | 473 | 495 |

It is important to note the engagement of users of facilities in drawing up possible fees to be paid. This will mean that the community and users be formally engaged in the matter of discussing fair amounts expected as payments, as some of the users are repeat users, and they might benefit more from a long term arrangement with the municipality as opposed to those who use the facility once, as an example. This consultation will assist in ensuring compliance by the users so as to reduce friction amongst community members who need to use the facility, but are unable to do so as they are unable to come up with fees that allow them use of the facility.

15. LIABILITY

All guests, participants, spectators and/ or users of all facilities enter the premises at their own risk. Bela-Bela Local Municipality will under no circumstances be liable or held responsible for the following:

- a) Injuries of any nature and/or death suffered by any persons using any of the equipment or parts of the facility.
- b) Any damages or loss of personal property and/or goods which belong to any guests, participants, spectators and/ or users of the facility at that point in time.

The applicant indemnifies Bela- Bela Local Municipality of all claims that could possibly arise from the use of the Sport and Recreation facilities.