# PRINCIPLES AND REGULATIONS FOR VENUE HIRING

<table>
<thead>
<tr>
<th>Name of document:</th>
<th>Principles and Regulations for Venue Hiring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference number:</td>
<td>(supplied by Office of the Registrar)</td>
</tr>
<tr>
<td>Originator/Author:</td>
<td>Mr B Poo, Director: Student Academic Administration&lt;br&gt;Ms G Manion, Head: Timetables and Venue Bookings</td>
</tr>
<tr>
<td>Custodian:</td>
<td>Director: Student Academic Administration</td>
</tr>
<tr>
<td>Approved by:</td>
<td><strong>Structure:</strong> Executive Management Committee</td>
</tr>
<tr>
<td>Effective date:</td>
<td>1 January 2012</td>
</tr>
<tr>
<td>Document review date:</td>
<td>May 2016</td>
</tr>
<tr>
<td>Implementation responsibility:</td>
<td>Head: Timetables and Venue Bookings</td>
</tr>
</tbody>
</table>
1. **PURPOSE**
The Principles and Regulations for Venue Hiring set out conditions for the hire and utilisation of venues and facilities of the University of KwaZulu-Natal (UKZN). The purpose is to formalise venue hiring application requirements; standardise conditions of use and apply hire fees consistently to similar organisations. These Principles and Regulations are specified to underpin the booking and use of venues to provide the framework in which the bookings are administered.

2. **INTRODUCTION AND BACKGROUND**
The Timetabling and Venue Booking Office is responsible for the central management and booking of all UKZN venues across the five campuses, except for those venues where the booking management is designated as Departmental or Specialised in terms of the Principles and Regulations for Venue Utilisation. Venues that are categorised Departmental or Specialised are booked by the respective departments but hiring and use is regulated by the Principles and Regulations for Venue Hire and the Principles and Regulations for Venue Utilisation.

These Principles and Regulations for Venue Hire must be read in conjunction with the Principles and Regulations for Venue Utilisation and the Lecture Timetable Policy.

3. **DEFINITIONS**

**Affiliated organisation:** an independent professional organisation that has educational and / or research links with the University.

**Competitors:** higher education institutions that offer courses/qualifications that are the same or similar to those offered by the same delivery mode as at UKZN.

**Cost recovery fee:** refers to the charge levied for use of certain venues by internal users to recover costs arising from their use of the venue.

**Department:** the word “department” is used as a generic term to refer to an operational unit within the University, typically a faculty, school, centre, unit, division or section.

**Event:** refers to a meeting, lecture, function, workshop, conference, which may be held at the University.

**External:** refers to professional organisations/associations, affiliated organisations, private individuals and private events for staff members.

**Hire fee:** refers to the charge levied for use of a venue but which does not include additional charges for setup, additional security and use of audio visual equipment which may be levied by the supplying department.

**Internal:** refers to UKZN departments and student organisations.

**Once off booking:** occasional event that takes place.

**Overhead recovery:** refers to a charge levied to contribute to indirect overheads related to use of venues after hours, namely electricity, cleaning and security services. This charge is incorporated in venue hire charges so is only applicable where hire charges have been waived.
Recurring booking: event for which the venue is booked on repeated occasions in a calendar year.

Refundable deposit: refers to an amount charged over and above the stipulated hire fee, which is retained in the event of damage to University property.

Services: refers to security, audio visual and any other services provided by the University and which are not included in the hire fee.

Shut down period: refers to the days between Christmas and New Year when the University is officially closed.

Venue: refers to any defined space, indoor or outdoor, that has been classified as such by the University and is available for booking.

University: is the University of KwaZulu-Natal (UKZN).

VIP: prominent members of society for which additional security will be required such as the President, Vice President, Premiers, Cabinet Ministers, MECs, members of Diplomatic Corps, leaders of national political parties and youth leagues as well as their spouses/partners.

4. Scope
These principles and regulations apply to all external and internal users (including affiliated units, departments, Student Representative Council and their affiliated clubs and societies) of University facilities, laboratories and sports facilities on all campuses.

5. Principles
5.1 The conditions of use and procedures set out in these Principles and Regulations for Venue Hire apply to all University facilities/venues;

5.2 No event may take place in any University venue, without first applying for use of such a venue. All venues will be available on a first come, first served basis. However, the University reserves the right to move a confirmed booking to another venue to accommodate an event for VIPs;

5.3 Unless approved by the Registrar, other higher education institutions and competitors will not be allowed to use UKZN venues to meet their students who are registered for courses or qualifications that compete with those offered by UKZN;

5.4 The Central Venue Booking Office (CVBO) is responsible for all venue bookings, both internal and external, including the administration of all external events in departmentally managed venues;

5.5 Venues may be booked by external bodies, staff or students for non-University use or private functions. In such cases, venue booking charges will apply and will accrue to the University central funds;

5.6 The CVBO must be notified of all bookings for events made by departments and sports administration to avoid potential conflicts;

5.7 There shall be no booking charges for University events. However, cost recovery will be levied to Campus Management Services (RMS) for general setup and cleaning services or as otherwise provided for under cost recovery when external persons will be attending;

5.8 Hire fees for the use of University venues are a source of income generation and all income generated accrues to the University main fund budget and not to any college or division;
5.9 For all hire outside of normal working hours except for bona-fide University purposes where venue hire charges do not apply, an overhead recovery charge will be levied to contribute to costs of electricity, security and cleaning.

5.10 Hire fees are charged at a rate approved by the University and may be prorated for various types of organisations as follows:

- University departments hosting academic-related events in conjunction/association with external bodies will be charged 25% of the standard hire fee;
- University departments conducting non-subsidised short courses will be charged 25% of the standard hire fee;
- Short courses managed by University Extended Learning will be charged 25% of the standard hire fee;
- On application and formal written motivation, hire fees may be waived in part or in full for events that are deemed to fall within the University’s social responsibility initiatives and hence benefit the University. Such events may however be liable for an overhead recovery charge.
- A member of the University Executive may authorise the waiving of hire fees and/or overhead recovery charges for venue bookings for university-related meetings arranged by the Department of Higher Education & Training, Department of Science and Technology or similar governmental, education or research institution.

5.11 Where the hirer of the venue derives income from its use, hire charges should not be waived.

5.12 Right of access is reserved and the University reserves the right for any authorised officer to enter the hired facilities at any time;

5.13 Users are required to indicate on the application form when a VIP will be attending an event, as the CVBO must notify Corporate Relations and Risk Management Services of such attendance; and

5.14 Events may be cancelled where emergency repairs are required at short notice. In such cases, the booking fee will be refunded in full when an alternate suitable venue is not available.

6. REGULATIONS.

6.1 No events may take place during the annual UKZN shut down period;

6.2 All bookings by external parties or for non-University or private use for venues that are centrally administered must be made through the CVBO at least five (5) working days in advance, unless there are exceptional circumstances;

6.3 Confirmation of bookings will be done in writing by the CVBO and must be concluded two (2) working days in advance of the event;

6.4 All students using University venues are subject to the Rules for Students;

6.5 The venue/s allocated shall only be used for the purposes and times that have been granted;

6.6 The hirer shall have no claim for damages against the University or any of its officers or staff arising directly or indirectly from the hire of the facilities howsoever arising, negligence included, by any person, including any member of the public attending any event;

6.7 No University equipment shall be removed from any venue;

6.8 When venues are used for functions or meetings/seminars where refreshments are served, the person who has booked the venue is responsible for making appropriate arrangements for the venue to be cleared and cleaned after the function;

6.9 The user shall comply with the rules and regulations of the University and instructions by an authorised University official. The user shall designate a person to act as the responsible person for the function;

6.10 The hirer may not sub-let, cede, assign any of its rights / obligations under this agreement;

6.11 No events involving noise and / or amplified sound may take place in open areas during University business hours, except on Fridays between 12:20 and 13:15. However, this concession will not apply during examination and study periods;
6.12 The number of occupants in the venue must at all times be restricted to its maximum capacity, and overcrowding shall not be allowed;

6.13 The user must ensure that the conditions of use are complied with and there is no damage to University property;

6.14 The cost of any damage which might occur whilst the venue is being used will be for the account of the hirer;

6.15 The hirer shall provide and maintain, as far as reasonably practical for the duration of the event, an environment that is safe and without risk to those attending or participating in the event. The hirer should also comply with the provisions of the Occupational Health and Safety Act (OHSA). Any incident falling within the scope of the OHSA that occurs during the event, for which the University venue is being used, must be reported to Risk Management Services (RMS) on the relevant campus;

6.16 Any illegal activities that take place in the venue within the duration of use must be reported to RMS on the respective campus. RMS will deal with the incident in line with their normal procedures.

6.17 SRC clubs and societies need to provide confirmation from the Executive Dean of Students or Deputy Dean Students at when hosting students from other institutions at least two (2) working days in advance of the event. If there is no confirmation, such bookings will be considered external bookings and the normal hire fees will apply.

6.18 If SRC clubs and societies book venues for the provincial organisation to which they are affiliated, such bookings will be considered external bookings and the normal hire fees will apply. The UKZN club or society can only book venues free of charge for UKZN branch events and not for branch hosted events;

6.19 Proof of permission from the Student Function Monitoring Committee (SFMC) must be provided prior to confirmation of all student events that are subject to such approval. This includes all parties and events involving more than 250 people;

6.20 The following are not permitted: food and drinks in lecture venues, smoking inside venues, fire-arms, dangerous weapons and explosive substances;

6.21 If alcohol is to be provided or sold, this must be indicated at the time of application. Alcohol may only be sold if a temporary liquor licence is obtained and proof of such provided prior to the event;

6.22 Any signage / advertising to be erected by external users must be approved in advance by UKZN and must be removed directly after the conclusion of the event;

6.23 Any external users granted the use of a University venue to present any course must include on all documentation, web pages and / or advertisements that whilst the course is presented on University premises, the provider is not affiliated to the University nor is the course a University course; and

6.24 Violation of any of the regulations, may lead to action being taken by the University against the user.

7. IMPLEMENTATION

7.1 The CVBO is responsible for implementation of the Principles and Regulations for Venue Hiring University-wide.

7.2 The Director of Student Academic Administration and the Head of Timetabling & Venue Bookings are responsible for monitoring implementation in respect of venues under their control.

7.3 The Head of Sports Administration on each campus is delegated with responsibility for monitoring the implementation in respect of the venues under their control. However, this must be implemented in accordance with these Principles and Regulations for Venue Hiring.

7.4 All users are required to complete the respective application form, acceptance of these
conditions and where relevant an indemnity form. If venues are used on multiple occasions, during any calendar year, only one set of documentation need be completed.

7.5 For external bookings, a copy of the identification document of the responsible person must be provided.

7.6 Booking of the Innovation Centre dining hall does not include the use of the kitchen, which is booked and charged for separately. Where University departments host functions and where the caterer requires the use of the kitchen, the caterer is required to book, complete the application forms and pay for the use of the kitchen.

7.7 The University does not have a back-up generator. Should there be electricity outages or emergencies beyond the control of the University, such as load shedding, flooding, severe weather conditions, etc., affecting any event, the University cannot be held responsible.

7.8 Organisers are required to provide details of their setup, security and audio visual requirements on the application form.

7.9 Users requiring the use of audio visual equipment provided in the venue or specifically arranged, must make arrangements directly with the respective campus audio visual section to arrange collection of keys or kits to operate the equipment.

7.10 The University RMS has staff on duty at access points and dispersed throughout each campus. However, RMS reserves the right to require additional security if it deems the planned event requires it and all additional security cost will be for the account of the hirer at rates determined by RMS. Users should contact the respective campus RMS Office in advance to discuss their event and when VIPs are attending events.

7.11 The University will not to provide office support functions such as photocopying and telephone use to those who have hired venues.

7.12 Hirers must exercise caution and adhere to safety norms with regard to decorative candles and ceremonial fires and are responsible for any damage caused.

8. **HIRE FEES AND PAYMENTS**

8.1 The hire fees are approved by the University and are reviewed annually (refer to the Fee Structure document for information on current fees).

8.2 Hire fees are payable for different booking periods as follows:

- Once off booking: at least five (5) working days in advance of the event. However, in exceptional circumstances where the venue is booked at short notice, the hire fee is payable immediately.
- Recurring booking: at least five (5) working days before the end of the preceding month.

8.3 Hire fees do not include charges for setup time. If hirers reserve setup time prior to the event, this will be charged at the prescribed rate (refer to the Fee Structure document for information on current fees).

9. **CANCELLATIONS**

9.1 Refunds for cancellations will be given as follows:

- 100% for cancellations made by the University in terms of Clause 5.12;
- 100% for cancellations made at least five (5) working days before the event;
- 50% for cancellations made at least three (3) working days before the event;
- No refund will be given for cancellations made within two (2) working days of the event;
- All refunds will be processed by the University within a period of thirty (30) working days.

9.2 Bookings will be automatically cancelled by the University if payments have not been received within:

- five (5) working days for once off bookings.
- five (5) working days before the end of the preceding month for recurring bookings
10. **REFUNDABLE DEPOSITS** (payable in addition to the hire fee)

10.1 Refundable deposits are charged at 10% of the cost of the reservation fee and are payable within ten (10) working days after the booking has been confirmed by the University;

10.2 No interest will accrue on refundable deposits held by the University;

10.3 The full deposit will be refunded for any booking cancelled as per Clause 5.12;

10.4 Deductions may be made from refundable deposits, for specific cleaning and if there is any damage to University property. Such deductions will be at the sole discretion of the University; and

10.5 Deposits, either in full or the balance after any deduction, will be refunded within a period of thirty (30) days.